

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by C O, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																
OPERATIONAL SUPPORT SYSTEMS																
NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEc rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEc rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
	Manual Service Order Charge, per LSR, Disconnect Only (SC)				SOMAN				1.97							
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOMEc		3.50									
UNE SERVICE DATE ADVANCEMENT CHARGE																
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			ALL UNE	SDASP		200.00									
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2	14.94	37.92	17.62	23.56	5.32	15.69					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2	21.39	37.92	17.62	23.56	5.32	15.69					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2	26.72	37.92	17.62	23.56	5.32	15.69					
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.23	34.23			15.69					
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.90	19.90			15.69					
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO	15.81	8.96				15.69					
	Unbundled Voice Loop, Unbundled Non-Design Voice Loop, billing for BST providing make-up			UEANL	UEANM	13.47	13.47									
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC	8.17	8.17									
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL	18.13	18.13									
2-WIRE Unbundled COPPER LOOP																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X	12.94	36.40	16.10	22.66	4.42	15.69					
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X	14.51	36.40	16.10	22.66	4.42	15.69					
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X	15.02	36.40	16.10	22.66	4.42	15.69					
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC	8.17	8.17									
	Unbundled Copper Loop, Non-Designed Billing for BST providing make-up			UEQ	UEQMU	13.47	13.47				15.69					
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.23	34.23			15.69					
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.90	19.90			15.69					
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO	14.30	7.45				15.69					
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	14.94	37.92	17.62	23.56	5.32	15.69					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	14.94	37.92	17.62	23.56	5.32	15.69					
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.39	37.92	17.62	23.56	5.32	15.69					
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.39	37.92	17.62	23.56	5.32	15.69					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	26.72	37.92	17.62	23.56	5.32	15.69					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	26.72	37.92	17.62	23.56	5.32	15.69					
UNE Loop Rates for Line Splitting																
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1		1	UEPRX	UEPLX	14.89	0.10	0.10								
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2		2	UEPRX	UEPLX	21.52	0.10	0.10								
	2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3		3	UEPRX	UEPLX	27.17	0.10	0.10								

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16.68	105.98	68.43	53.05	10.61		15.69			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	23.13	105.98	68.43	53.05	10.61		15.69			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28.46	105.98	68.43	53.05	10.61		15.69			
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.13								
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.68	105.98	68.43	53.05	10.61		15.69			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	23.13	105.98	68.43	53.05	10.61		15.69			
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.46	105.98	68.43	53.05	10.61		15.69			
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.13								
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.90	36.44				15.69			
4-WIRE ANALOG VOICE GRADE LOOP																
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	32.59	132.38	94.83	59.35	14.61		15.69			
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	43.89	132.38	94.83	59.35	14.61		15.69			
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	43.38	132.38	94.83	59.35	14.61		15.69			
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		18.13								
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		87.90	36.44				15.69			
2-WIRE ISDN DIGITAL GRADE LOOP																
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	25.21	117.58	80.03	53.05	10.61		15.69			
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.76	117.58	80.03	53.05	10.61		15.69			
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.70	117.58	80.03	53.05	10.61		15.69			
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		18.13								
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.82	44.25				15.69			
2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP																
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	25.21	117.58	80.03	53.05	10.61		15.69			
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	32.76	117.58	80.03	53.05	10.61		15.69			
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	37.70	117.58	80.03	53.05	10.61		15.69			
		CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		91.82	44.25				15.69			
2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP																
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	12.19	120.84	70.56	50.37	7.93		15.69			
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	13.71	120.84	70.56	50.37	7.93		15.69			
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.14	120.84	70.56	50.37	7.93		15.69			
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.13								
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	12.19	95.81	57.82	50.37	7.93		15.69			
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2		2	UAL	UAL2W	13.71	95.81	57.82	50.37	7.93		15.69			
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3		3	UAL	UAL2W	14.14	95.81	57.82	50.37	7.93		15.69			
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		18.13								
		CLEC to CLEC Conversion Charge without outside dispatch			UAL	UREWO		86.38	40.48				15.69			
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	9.58	129.52	79.24	50.37	7.93		15.69			
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.92	129.52	79.24	50.37	7.93		15.69			

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							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.40	129.52	79.24	50.37	7.93		15.69				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.13									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	9.58	104.49	66.50	50.37	7.93		15.69				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.92	104.49	66.50	50.37	7.93		15.69				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.40	104.49	66.50	50.37	7.93		15.69				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.13									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.32	40.48				15.69				
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP																	
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.02	158.18	107.89	55.12	10.38		15.69				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	14.33	158.18	107.89	55.12	10.38		15.69				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.84	158.18	107.89	55.12	10.38		15.69				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.13									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.02	133.14	95.16	55.12	10.38		15.69				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	14.33	133.14	95.16	55.12	10.38		15.69				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.84	133.14	95.16	55.12	10.38		15.69				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.13									
		CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.32	40.48				15.69				
4-WIRE DS1 DIGITAL LOOP																	
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79.51	253.03	157.89	44.80	11.73		15.69				
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	136.00	253.03	157.89	44.80	11.73		15.69				
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	229.15	253.03	157.89	44.80	11.73		15.69				
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		18.13									
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.30	43.13				15.69				
4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP																	
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	29.93	126.66	89.12	59.35	14.61		15.69				
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	33.99	126.66	89.12	59.35	14.61		15.69				
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	34.74	126.66	89.12	59.35	14.61		15.69				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	29.93	126.66	89.12	59.35	14.61		15.69				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	33.99	126.66	89.12	59.35	14.61		15.69				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	34.74	126.66	89.12	59.35	14.61		15.69				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.13									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	29.93	126.66	89.12	59.35	14.61		15.69				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	33.99	126.66	89.12	59.35	14.61		15.69				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	34.74	126.66	89.12	59.35	14.61		15.69				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.13									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.34	49.85				15.69				
2-WIRE Unbundled COPPER LOOP																	
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93		15.69				
		2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93		15.69				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93		15.69				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93		15.69				
		2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93		15.69				

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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93		15.69				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	38.22	119.91	69.62	50.37	7.93		15.69				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	55.33	119.91	69.62	50.37	7.93		15.69				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	67.95	119.91	69.62	50.37	7.93		15.69				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	38.22	94.87	56.89	50.37	7.93		15.69				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL2W	55.33	94.87	56.89	50.37	7.93		15.69				
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL2W	67.95	94.87	56.89	50.37	7.93		15.69				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57				15.69				
	4-WIRE COPPER LOOP															
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	19.64	144.17	93.88	55.12	10.38		15.69				
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.90	144.17	93.88	55.12	10.38		15.69				
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	19.34	144.17	93.88	55.12	10.38		15.69				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38		15.69				
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38		15.69				
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	19.34	119.13	81.15	55.12	10.38		15.69				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4L	77.29	144.17	93.88	55.12	10.38		15.69				
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4L	118.78	144.17	93.88	55.12	10.38		15.69				
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4L	144.10	144.17	93.88	55.12	10.38		15.69				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL4O	77.29	119.44	81.45	55.12	10.38		15.69				
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL4O	118.78	119.44	81.45	55.12	10.38		15.69				
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL4O	144.10	119.44	81.45	55.12	10.38		15.69				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)			UCL	UREWO		94.87	42.57				15.69				
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft			UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		32.46	32.46				15.69				
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft			UCL, ULS, UEQ	ULM2G		170.89	170.89				15.69				
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft			UHL, UCL	ULM4L		32.46	32.46				15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft			UCL	ULM4G		170.89	170.89				15.69				
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		32.48	32.48				15.69				
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		241.42	241.42				15.69				
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		22.69	22.69				15.69				
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		177.84	177.84				15.69				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		55.58	55.58				15.69				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	I	1	UEANL	USBN2	8.87	65.94	31.03	45.35	6.71		15.69				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	I	2	UEANL	USBN2	12.58	65.94	31.03	45.35	6.71		15.69				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	I	3	UEANL	USBN2	14.79	65.94	31.03	45.35	6.71		15.69				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	14.11	79.21	44.29	49.82	9.09		15.69				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	19.40	79.21	44.29	49.82	9.09		15.69				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.90	79.21	44.29	49.82	9.09		15.69				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.41	53.13	18.21	45.35	6.71		15.69				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	5.36	59.38	24.47	49.82	9.09		15.69				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71		15.69				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71		15.69				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	10.48	65.94	31.03	45.35	6.71		15.69				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	7.85	79.21	44.29	49.82	9.09		15.69				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	14.17	79.21	44.29	49.82	9.09		15.69				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	12.64	79.21	44.29	49.82	9.09		15.69				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
Unbundled Sub-Loop Modification																	
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.17	5.11				15.69				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.17	5.11				15.69				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		278.82	6.13				15.69				
Unbundled Network Terminating Wire (UNTW)																	
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3303	30.20	30.20				15.69				
Network Interface Device (NID)																	

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.68	28.79				15.69			
	Network Interface Device (NID) - 1-6 lines			UENTW	UND16		64.42	49.53				15.69			
	Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.92	5.92				15.69			
	Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.92	5.92				15.69			
SUB-LOOPS															
	Sub-Loop Feeder														
	USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		241.42					15.69			
	USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		22.69	22.69				15.69			
	USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		523.87	11.34				15.69			
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	8.93	93.28	56.69	54.68	13.74		15.69			
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	11.74	93.28	56.69	54.68	13.74		15.69			
	Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	14.74	93.28	56.69	54.68	13.74		15.69			
	Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		18.13								
	Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	8.93	93.28	56.69	54.68	13.74		15.69			
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	11.74	93.28	56.69	54.68	13.74		15.69			
	Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	14.74	93.28	56.69	54.68	13.74		15.69			
	Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		18.13								
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	8.93	93.28	56.69	54.68	13.74		15.69			
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	11.74	93.28	56.69	54.68	13.74		15.69			
	Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	14.74	93.28	56.69	54.68	13.74		15.69			
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		18.13								
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.63	107.91	70.36	62.26	17.52		15.69			
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	27.57	107.91	70.36	62.26	17.52		15.69			
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	26.04	107.91	70.36	62.26	17.52		15.69			
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.13								
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.63	107.91	70.36	62.26	17.52		15.69			
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	27.57	107.91	70.36	62.26	17.52		15.69			
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	26.04	107.91	70.36	62.26	17.52		15.69			
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.13								
	Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	17.05	106.47	68.92	55.81	13.37		15.69			
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	20.92	106.47	68.92	55.81	13.37		15.69			
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	23.49	106.47	68.92	55.81	13.37		15.69			
	Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		18.13								
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	17.05	106.47	68.92	55.81	13.37		15.69			
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	20.92	106.47	68.92	55.81	13.37		15.69			
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	23.49	106.47	68.92	55.81	13.37		15.69			
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	55.85	102.19	64.64	62.26	17.52		15.69			
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	109.16	102.19	64.64	62.26	17.52		15.69			
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	203.35	102.19	64.64	62.26	17.52		15.69			
	Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		18.13								
	Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	5.98	83.97	46.42	53.14	10.69		15.69			

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	4.80	83.97	46.42	53.14	10.69		15.69				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	4.59	83.97	46.42	53.14	10.69		15.69				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.13									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	13.21	101.22	63.67	58.03	13.29		15.69				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	8.28	101.22	63.67	58.03	13.29		15.69				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	8.42	101.22	63.67	58.03	13.29		15.69				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.13									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	21.02	102.19	64.64	62.26	17.52		15.69				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	21.30	102.19	64.64	62.26	17.52		15.69				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	20.17	102.19	64.64	62.26	17.52		15.69				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	21.02	102.19	64.64	62.26	17.52		15.69				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	21.30	102.19	64.64	62.26	17.52		15.69				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	20.17	102.19	64.64	62.26	17.52		15.69				
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		18.13									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	21.02	102.19	64.64	62.26	17.52		15.69				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	21.30	102.19	64.64	62.26	17.52		15.69				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	20.17	102.19	64.64	62.26	17.52		15.69				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		18.13									
SUB-LOOPS																	
	Sub-Loop Feeder																
		Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	20.44										
		Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	348.12	3,408.62	407.90	160.83	91.17		15.69				
		Sub Loop Feeder – STS-1 – Per Mile Per Month	I		UDLSX	1L5SL	20.44										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	369.07	3,408.62	407.90	160.83	91.17		15.69				
		Sub Loop Feeder – OC-3 – Per Mile Per Month	I		UDLO3	1L5SL	15.51										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	56.04										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	565.50	3,408.62	407.90	160.83	91.17		15.69				
		Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	19.08										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	669.82										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,840.00	3,408.62	407.90	160.83	91.17		15.69				
		Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	62.60										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	326.16										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,560.00	3,594.62	407.90	160.83	91.17		15.69				
		Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	366.86	806.47	407.90	160.83	91.17		15.69				
UNBUNDLED LOOP CONCENTRATION																	
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	318.73	326.13	326.13				15.69				
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	46.69	135.89	135.89				15.69				
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	351.78	326.13	326.13				15.69				
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	78.67	135.89	135.89				15.69				
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	4.42	63.43	46.18	16.83	4.71		15.69				
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	7.02	10.56	10.50	5.41	5.37		15.69				
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	7.02	10.56	10.50	5.41	5.37		15.69				
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	1.75	10.56	10.50	5.41	5.37		15.69				
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	10.42	10.56	10.50	5.41	5.37		15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
														OSS Rates(\$)			
						Rec	Nonrecurring		Nonrecurring Disconnect								
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
			Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	37.09	21.24	20.07	9.85		15.69			
			Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.61	37.09	21.24	20.07	9.85		15.69			
			REMOTE SITE HIGH FREQUENCY SPECTRUM														
			SPLITTERS-REMOTE SITE														
			Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	54.05	378.42	0.00	356.76	0.00		15.69			
			Remote Site Line Share Cable Pair Activation CLEC Owned at RS and Deactivation	I		ULS	ULSTG		74.38	0.00	46.77	0.00		15.69			
			END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING														
			Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	37.09	21.24	20.07	9.85		15.69			
			RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	37.09	21.24	20.07	9.85		15.69			
UNBUNDLED DEDICATED TRANSPORT																	
			NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months														
			INTEROFFICE CHANNEL - DEDICATED TRANSPORT														
			Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0167									
			Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	24.30	40.63	27.47	16.77	6.91		15.69			
			Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0167									
			Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	24.30	40.63	27.47	16.77	6.91		15.69			
			Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0167									
			Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	21.29	40.63	27.47	16.77	6.91		15.69			
			Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0167									
			Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	16.76	40.63	27.47	16.77	6.91		15.69			
			Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0167									
			Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	16.76	40.63	27.47	16.77	6.91		15.69			
			Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.3415									
			Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	77.14	89.47	81.99	16.39	14.48		15.69			
			Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	8.02									
			Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	880.65	279.37	163.12	60.33	58.59		15.69			
			Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	8.02									
			Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	880.55	279.37	163.12	60.33	58.59		15.69			
LOCAL CHANNEL - DEDICATED TRANSPORT																	
			NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months														
			Local Channel - Dedicated - 2-Wire Voice Grade			ULDVX	ULDV2	15.33	193.53	33.24	36.72	3.21		15.69			
			Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat			ULDVX	ULDR2	15.33	193.53	33.24	36.72	3.21		15.69			
			Local Channel - Dedicated - 4-Wire Voice Grade			UNDVX	ULDV4	16.54	193.97	33.68	37.19	3.68		15.69			
			Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	42.62	177.87	154.06	22.24	15.30		15.69			
			Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	70.32	177.87	154.06	22.24	15.30		15.69			
			Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	190.68	177.87	154.06	22.24	15.30		15.69			
			Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	11.93									
			Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	446.00	452.52	264.53	119.75	83.77		15.69			
			Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	11.93									
			Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	435.10	452.52	264.53	119.75	83.77		15.69			

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	97.65										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		640.51	138.17	317.76	198.11		15.69				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	36.41										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		640.51	138.17	317.76	198.11		15.69				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	97.65										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		640.51	138.17	317.76	198.11		15.69				
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0006673										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		2.59	0.44				15.69				
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			5.95	0.81	4.58	0.54		15.69				
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		5.95	0.81	4.58	0.54		15.69				
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		2.59	1.30				15.69				
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		3.03	1.74				15.69				
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		3.03	0.44				15.69				
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		2.59	2.59				15.69				
		8XX Access Ten Digit Screening, w/ 8XX No. Delivery			OHD		0.0006673										
		8XX Access Ten Digit Screening, w/ POTS No. Delivery			OHD		0.0006673										
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.0000246										
		LIDB Validation Per Query			OQU		0.0138158										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		34.40		42.18			15.69				
SIGNALING (CCS7)																	
		CCS7 Signaling Connection, Per 56 Kbps Facility			UDB	TPP++	16.93	35.61	35.61	16.48	16.48						
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	163.49										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000692										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	16.93	35.61	35.61	16.48	16.48		15.69				
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	16.93	35.61	35.61	16.48	16.48		15.69				
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000173										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	791.37										
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.08	29.08	35.65	35.65		15.69				
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		29.08	29.08	35.65	35.65		15.69				
E911 SERVICE																	
		Local Channel - Dedicated - 2-wr Voice Grade					15.33	193.53	33.24	36.72	3.21		15.69				
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0167										
		Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					24.30	40.63	27.47	16.77	6.91		15.69				
		Local Channel - Dedicated - DS1 - Zone 1					42.62	177.87	154.06	22.24	15.30		15.69				
		Local Channel - Dedicated - DS1 - Zone 2					70.32	177.87	154.06	22.24	15.30		15.69				
		Local Channel - Dedicated - DS1 - Zone 3					190.68	177.87	154.06	22.24	15.30		15.69				
		Interoffice Transport - Dedicated - DS1 Per Mile					0.3415										
		Interoffice Transport - Dedicated - DS1 Per Facility Termination					77.14	89.47	81.99	16.39	14.48		15.69				
CALLING NAME (CNAM) SERVICE																	
		CNAM For DB Owners - Service Establishment			OQV			23.00	23.00	21.15	21.15		15.69				
		CNAM For Non DB Owners - Service Establishment			OQV			23.00	23.00	21.15	21.15		15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			993.09	734.47	269.53	198.18		15.69			
		CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			343.09	245.69	275.87	198.18		15.69			
		CNAM for DB Owners, Per Query			OQV		0.0010433									
		CNAM for Non DB Owners, Per Query			OQV		0.0010433									
		LNP Query Service														
		LNP Charge Per query					0.0008837									
		LNP Service Establishment Manual						25.09	25.09	23.07	23.07		15.69			
		LNP Service Provisioning with Point Code Establishment						594.82	303.88	269.53	198.18		15.69			
		OPERATOR CALL PROCESSING														
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20									
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24									
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20									
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20									
		INWARD OPERATOR SERVICES														
		Inward Operator Services - Verification, Per Minute					1.15									
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15									
		BRANDING - OPERATOR CALL PROCESSING														
		Facility based CLEC														
		Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				15.69			
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN				CBAOL		500.00	500.00				15.69			
		UNEP CLEC														
		Recording of Custom Branded OA Announcement						7,000.00	7,000.00				15.69			
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00				15.69			
		Unbranding via OLNS for UNEP CLEC														
		Loading of OA per OCN (Regional)						1,200.00	1,200.00				15.69			
		DIRECTORY ASSISTANCE SERVICES														
		DIRECTORY ASSISTANCE ACCESS SERVICE														
		Directory Assistance Access Service Calls, Charge Per Call					0.275									
		DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)														
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10									
		DIRECTORY ASSISTANCE SERVICES														
		DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)														
		Directory Assistance Data Base Service Charge Per Listing					0.04									
		Directory Assistance Data Base Service, per month				DBSOF	150.00									
		BRANDING - DIRECTORY ASSISTANCE														
		Facility Based CLEC														
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00				15.69			
		Loading of Custom Branded Announcement per Switch			AMT	CBADC		1,170.00	1,170.00				15.69			
		UNEP CLEC														
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00				15.69			
		Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00				15.69			
		Unbranding via OLNS for UNEP CLEC														
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00				15.69			
		Loading of DA per Switch per OCN						16.00	16.00				15.69			
		SELECTIVE ROUTING														
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		84.89	84.89	14.14	14.14		15.69			

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
VIRTUAL COLLOCATION																
		Virtual Collocation - Application Cost			AMTFS	EAF		1,207.95	1,207.95	0.51	0.51		15.69			
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		794.22	794.22	22.54	22.54		15.69			
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.95									
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	9.19									
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	18.66									
		Virtual Collocation - 2-wire Cross Connects (loop)			UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45		15.69			
		Virtual Collocation - 4-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74		15.69			
		Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93		15.69			
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULD03, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26		15.69			
		Virtual collocation - Special Access & UNE,cross-connect per DS1			USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.12	22.08	15.96	6.42	5.80		15.69			
		Virtual collocation - Special Access & UNE, cross-connect per DS3			USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	14.21	20.94	15.23	7.39	5.93		15.69			
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0022									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0033									
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CC		536.56								
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		536.56								
		Virtual Collocation Cable Records - per request			AMTFS	VE1BA		760.98	489.20	133.29	133.29					
		Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		327.65	327.65	189.54	189.54					
		Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.82	4.82	5.91	5.91					
		Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.26	2.26	2.77	2.77					
		Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.90	7.90	9.68	9.68					
		Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.68	84.68	77.30	77.30					
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		16.96	10.75				15.69			
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		22.10	13.89				15.69			
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		27.23	17.02				15.69			
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75				15.69			

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.89				15.69				
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02				15.69				
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0317	12.32	11.83	6.04	5.45		15.69				
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	1.12	22.08	15.96	6.42	5.80		15.69				
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0317	12.32	11.83	6.04	5.45		15.69				
PHYSICAL COLLOCATION																	
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.0341	12.32	11.83	6.04	5.45		15.69				
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		101,324.34	101,324.34	8,609.85	8,609.85		15.69				
		End Office Establishment			SRC	SRCEO		175.66	175.66	1.70	1.70		15.69				
		Query NRC, per query			SRC		0.0035036										
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		39.53	39.53	40.78	40.78		15.69				
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		7.85	7.85	9.11	9.11		15.69				
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		7.85	7.85	9.11	9.11		15.69				
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		35.08	35.08	27.12	27.12		15.69				
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		41.98	41.98	11.74	11.74		15.69				
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0027										
		AIN SMS Access Service - Session, Per Minute					0.7121										
		AIN SMS Access Service - Company Performed Session, Per Minute					0.8364										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		39.53	39.53	40.78	40.78		15.69				
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		4,211.54	4,211.54	0.00	0.00		15.69				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		7.85	7.85	9.11	9.11		15.69				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		7.85	7.85	9.11	9.11		15.69				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		7.85	7.85	9.11	9.11		15.69				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		34.54	34.54	14.39	14.39		15.69				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		34.54	34.54	14.39	14.39		15.69				
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		34.54	34.54	14.39	14.39		15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	AIN Toolkit Service - Query Charge, Per Query					0.0558238									
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0069214									
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.07									
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	11.87	7.85	7.85	5.52	5.52		15.69			
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3.51	8.68	8.68				15.69			
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	8.48	7.85	7.85	5.52	5.52		15.69			
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.12	8.68	8.68				15.69			
ENHANCED EXTENDED LINK (EELs)															
	NOTE: New Density Zone 1 EELs are available in the following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL; Atlanta, Ga; New Orleans, LA,														
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC; and Nashville, TN.														
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)															
NOTE: In All States the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.) When ordering ordinarily combined network elements, Non-recurring rates do apply.															
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61		15.69			
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61		15.69			
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61		15.69			
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.27									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		15.69			
	DS1 Channelization System Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		15.69			
	Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	1D1VG	0.56	6.59	4.73				15.69			
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61		15.69			
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61		15.69			
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61		15.69			
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.56	6.59	4.73				15.69			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69			
4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61		15.69			
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61		15.69			
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61		15.69			
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27									
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		15.69			
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		15.69			
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.56	6.59	4.73				15.69			
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61		15.69			

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61		15.69			
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61		15.69			
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.56	6.59	4.73				15.69			
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69			
4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61		15.69			
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61		15.69			
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61		15.69			
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27									
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		15.69			
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		15.69			
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73				15.69			
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61		15.69			
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61		15.69			
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61		15.69			
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73				15.69			
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69			
4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61		15.69			
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61		15.69			
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61		15.69			
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27									
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		15.69			
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		15.69			
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73				15.69			
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61		15.69			
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61		15.69			
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61		15.69			
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73				15.69			
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69			
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73		15.69				
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73		15.69				
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73		15.69				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69				
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73		15.69				
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73		15.69				
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73		15.69				
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	6.42										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	704.52	279.37	163.12	60.33	58.59		15.69				
	DS3 to DS1 Channel System combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90		15.69				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73				15.69				
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73		15.69				
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73		15.69				
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73		15.69				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73				15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.61	5.61	7.00	7.00		15.69				
2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61		15.69				
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61		15.69				
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61		15.69				
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0134										
	Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	19.44	40.63	27.47	16.77	6.91		15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.61	5.61	7.00	7.00		15.69				
4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61		15.69				
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61		15.69				
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61		15.69				
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0134										
	Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	17.03	40.63	27.47	16.77	6.91		15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.61	5.61	7.00	7.00		15.69				
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	12.26										
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	306.36	452.52	264.53	119.75	83.77		15.69				
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	6.42										
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	704.52	279.37	163.12	60.33	58.59		15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.61	5.61	7.00	7.00		15.69				
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)															
	High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	12.26										
	High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	313.49	452.52	264.53	119.75	83.77		15.69				
	Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	6.42										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	704.44	279.37	163.12	60.33	58.59		15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.61	5.61	7.00	7.00		15.69				
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)															
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61		15.69				
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61		15.69				
	First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61		15.69				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.27										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		15.69				
	Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		15.69				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	2.56	6.59	4.73				15.69				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61		15.69				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61		15.69				
	Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61		15.69				
	2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	2.56	6.59	4.73				15.69				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69				
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73		15.69				
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73		15.69				
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73		15.69				
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	6.42										
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	704.44	279.37	163.12	60.33	58.59		15.69				
	STS1 to DS1 Channel System combination per month			UNCSX	MQ3	144.02	178.54	94.18	33.33	31.90		15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73				15.69			
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73		15.69			
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73		15.69			
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73		15.69			
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73				15.69			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.61	5.61	7.00	7.00		15.69			
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)															
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61		15.69			
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61		15.69			
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61		15.69			
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0134									
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	13.41	40.63	27.47	16.77	6.91		15.69			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00		15.69			
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)															
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61		15.69			
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61		15.69			
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61		15.69			
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0134									
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	13.41	40.63	27.47	16.77	6.91		15.69			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00		15.69			
ADDITIONAL NETWORK ELEMENTS															
When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.															
When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.															
Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		5.61	5.61	7.00	7.00		15.69			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		5.61	5.61	7.00	7.00		15.69			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		5.61	5.61	7.00	7.00		15.69			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		5.61	5.61	7.00	7.00		15.69			
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		5.61	5.61	7.00	7.00		15.69			
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months															
	Local Channel - Dedicated - 2-Wire Voice Grade			UNCXV	ULDV2	15.33	193.53	33.24	36.72	3.21		15.69			
	Local Channel - Dedicated - 4-Wire Voice Grade			UNCXV	ULDV4	16.54	193.97	33.68	37.19	3.68		15.69			
	Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	42.62	177.87	154.06	22.24	15.30		15.69			
	Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	70.32	177.87	154.06	22.24	15.30		15.69			
	Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	190.68	177.87	154.06	22.24	15.30		15.69			
	Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	11.93									
	Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	446.00	452.52	264.53	119.75	83.77		15.69			
	Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	11.93									

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	435.10	452.52	264.53	119.75	83.77		15.69			
	Optional Features & Functions:															
	MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	107.57	91.24	62.71	10.56	9.81		15.69			
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.19	6.59	4.73				15.69			
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	2.56	6.59	4.73				15.69			
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.56	6.59	4.73				15.69			
		DS3 to DS1 Channel System per month			UXTD3	MQ3	144.02	178.54	94.18	33.33	31.90		15.69			
		STS1 to DS1 Channel System per month			UXTS1	MQ3	144.02	178.54	94.18	33.33	31.90		15.69			
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	8.64	6.59	4.73				15.69			
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1	8.64	6.59	4.73				15.69			
		DS3 Interface Unit (DS1 COCI) used with Interoffice Channel per month			U1TD1	UC1D1	8.64	6.59	4.73				15.69			
	Sub-Loop Feeder															
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Statewide		sw	UNC1X	USBFG										
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	UNC1X	USBFG	55.85	102.19	64.64	62.26	17.52					
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	UNC1X	USBFG	109.16	102.19	64.64	62.26	17.52					
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	UNC1X	USBFG	203.35	102.19	64.64	62.26	17.52					
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 4		4	UNC1X	USBFG										
		UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)														
		Exchange Ports														
		NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs														
		2-WIRE VOICE GRADE LINE PORT RATES (RES)														
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire VG unbundled SC extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAU	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire VG unbundled South Carolina Area Calling port with Caller ID - Res (LW8)			UEPSR	UEPAJ	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire VG South Carolina Residence Dialing Plan without Caller ID			UEPSR	UEPWL	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire VG South Carolina Residence Area Calling Plan without Caller ID capability			UEPSR	UEPRS	1.65	2.38	2.28	1.42	1.33		15.69			
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT	1.65	2.38	2.28	1.42	1.33		15.69			
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00				15.69			
		FEATURES														
		All Available Vertical Features			UEPSR	UEPVF	3.04	0.00	0.00				15.69			
		2-WIRE VOICE GRADE LINE PORT RATES (BUS)														
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire VG unbundled SC extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAZ	1.65	2.38	2.28	1.42	1.33		15.69			
		Exhange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.65	2.38	2.28	1.42	1.33		15.69			
		Exchange Ports - 2-Wire VG unbundled South Carolina Bus Area Calling Port with Caller ID - Bus (LMB)			UEPSB	UEPAB	1.65	2.38	2.28	1.42	1.33		15.69			

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire Voice South Carolina Business Dialing Plan without Caller ID			UEPSB	UEPWM	1.65	2.38	2.28	1.42	1.33		15.69			
	Exchange Ports - 2-Wire Voice South Carolina Business Area Calling Port without Caller ID			UEPSB	UEPBB	1.65	2.38	2.28	1.42	1.33		15.69			
	2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.65	2.38	2.28	1.42	1.33		15.69			
	Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				15.69			
	FEATURES														
	All Available Vertical Features			UEPSB	UEPVF	3.04	0.00	0.00				15.69			
	All Available Vertical Features				UEPVF	3.04	0.00	0.00				15.69			
	EXCHANGE PORT RATES (DID & PBX)														
	2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.65	31.34	14.88	13.97	0.90		15.69			
	2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.65	31.34	14.88	13.97	0.90		15.69			
	2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.65	31.34	14.88	13.97	0.90		15.69			
	2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.65	31.34	14.88	13.97	0.90		15.69			
	2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.65	31.34	14.88	13.97	0.90		15.69			
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.65	31.34	14.88	13.97	0.90		15.69			
	2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.65	31.34	14.88	13.97	0.90		15.69			
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.65	31.34	14.88	13.97	0.90		15.69			
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.65	31.34	14.88	13.97	0.90		15.69			
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.65	31.34	14.88	13.97	0.90		15.69			
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.65	31.34	14.88	13.97	0.90		15.69			
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.65	31.34	14.88	13.97	0.90		15.69			
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.65	31.34	14.88	13.97	0.90		15.69			
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.65	31.34	14.88	13.97	0.90		15.69			
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.65	31.34	14.88	13.97	0.90		15.69			
	2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPSP	UEPXT	1.65	31.34	14.88	13.97	0.90		15.69			
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				15.69			
	FEATURES														
	All Available Vertical Features			UEPSP	UEPSE	3.04	0.00	0.00				15.69			
	EXCHANGE PORT RATES (COIN)														
	Exchange Ports - Coin Port					1.65	2.38	2.28	1.42	1.33		15.69			
	Local Switching Features offered with Port														
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)															
	EXCHANGE PORT RATES														
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.86	119.57	18.78	60.03	3.77		15.69			
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	73.62	202.47	95.90	72.75	2.47		15.69			
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX	UEPSX	13.38	72.93	53.11	47.90	10.76		15.69			
	All Features Offered			UEPTX	UEPSX	3.04	0.00	0.00							
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX	UEPSX	0.00	0.00	0.00							
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	107.44	204.27	101.78	79.35	20.10		15.69			
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY															
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE															
	Unbundled Remote Call Forwarding Service, Area Calling, Res			UEPVR	UERAC	1.65	2.38	2.28	1.42	1.33		15.69			
	Unbundled Remote Call Forwarding Service, Local Calling - Res			UEPVR	UERLC	1.65	2.38	2.28	1.42	1.33		15.69			
	Unbundled Remote Call Forwarding Service, InterLATA - Res			UEPVR	UERTE	1.65	2.38	2.28	1.42	1.33		15.69			
	Unbundled Remote Call Forwarding Service, IntraLATA - Res			UEPVR	UERTR	1.65	2.38	2.28	1.42	1.33		15.69			
Non-Recurring															

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVR	USAC2	0.10	0.10				15.69				
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVR	USACC	0.10	0.10								
UNBUNDLED REMOTE CALL FORWARDING - Bus																
		Unbundled Remote Call Forwarding Service, Area Calling - Bus			UEPVB	UERAC	1.65	2.38	2.28	1.42	1.33	15.69				
		Unbundled Remote Call Forwarding Service, Local Calling - Bus			UEPVB	UERLC	1.65	2.38	2.28	1.42	1.33	15.69				
		Unbundled Remote Call Forwarding Service, InterLATA - Bus			UEPVB	UERTE	1.65	2.38	2.28	1.42	1.33	15.69				
		Unbundled Remote Call Forwarding Service, IntraLATA - Bus			UEPVB	UERTR	1.65	2.38	2.28	1.42	1.33	15.69				
		Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling			UEPVB	UERVJ	1.65	2.38	2.28	1.42	1.33	15.69				
Non-Recurring																
		Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is			UEPVB	USAC2	0.10	0.10				15.69				
		Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)			UEPVB	USACC	0.10	0.10								
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
End Office Switching (Port Usage)																
		End Office Switching Function, Per MOU					0.0010519									
		End Office Trunk Port - Shared, Per MOU					0.0002136									
Tandem Switching (Port Usage) (Local or Access Tandem)																
		Tandem Switching Function Per MOU					0.0001634									
		Tandem Trunk Port - Shared, Per MOU					0.0002863									
Common Transport																
		Common Transport - Per Mile, Per MOU					0.0000045									
		Common Transport - Facilities Termination Per MOU					0.0004095									
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			14.89									
		2-Wire VG Loop/Port Combo - Zone 2		2			21.52									
		2-Wire VG Loop/Port Combo - Zone 3		3			27.17									
UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	13.76									
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	20.38									
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	26.04									
2-Wire Voice Grade Line Port Rates (Res)																
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.13	40.30	19.90	24.98	6.65	15.69				
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.13	40.30	19.90	24.98	6.65	15.69				
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.13	40.30	19.90	24.98	6.65	15.69				
		2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - res			UEPRX	UEPAU	1.13	40.30	19.90	24.98	6.65	15.69				
		2-Wire voice unbundled South Carolina Area Calling port with Caller ID - res (LW8)			UEPRX	UEPAJ	1.13	40.30	19.90	24.98	6.65	15.69				
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.13	37.93	16.72			15.69				
		2-Wire Voice Unbundled South Carolina Residence Dialing Plan without Caller ID			UEPRX	UEPWL	1.13	40.30	19.90	24.98	6.65	15.69				
		2-Wire voice unbundled South Carolina Area Calling Port without Caller ID Capability			UEPRX	UEPRS	1.13	40.30	19.90	24.98	6.65	15.69				
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.13	40.30	19.90	24.98	6.65	15.69				
FEATURES																

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		All Features Offered			UEPRX	UEPVF	3.04	0.00	0.00			15.69				
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPRX	LNPCX	0.35									
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.10	0.10			15.69				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10			15.69				
		ADDITIONAL NRCs														
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00			15.69				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/Port Combo - Zone 1		1			14.89									
		2-Wire VG Loop/Port Combo - Zone 2		2			21.52									
		2-Wire VG Loop/Port Combo - Zone 3		3			27.17									
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	13.76									
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	20.38									
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	26.04									
		2-Wire Voice Grade Line Port (Bus)														
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.13	40.30	19.90	24.98	6.65	15.69				
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.13	40.30	19.90	24.98	6.65	15.69				
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.13	40.30	19.90	24.98	6.65	15.69				
		2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - bus			UEPBX	UEPAZ	1.13	40.30	19.90	24.98	6.65	15.69				
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.13	40.30	19.90	24.98	6.65	15.69				
		2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPBX	UEPAB	1.13	40.30	19.90	24.98	6.65	15.69				
		2-Wire Voice Unbundled South Carolina Business Dialing Plan without Caller ID			UEPBX	UEPWM	1.13	40.30	19.90	24.98	6.65	15.69				
		2-Wire voice unbundled South Carolina Business Area Calling Port without Caller ID Capability			UEPBX	UEPBB	1.13	40.30	19.90	24.98	6.65	15.69				
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	1.13	40.30	19.90	24.98	6.65	15.69				
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35									
		FEATURES														
		All Features Offered			UEPBX	UEPVF	3.04	0.00	0.00			15.69				
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.10	0.10			15.69				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.10	0.10			15.69				
		ADDITIONAL NRCs														
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00			15.69				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/Port Combo - Zone 1		1			14.89									
		2-Wire VG Loop/Port Combo - Zone 2		2			21.52									
		2-Wire VG Loop/Port Combo - Zone 3		3			27.17									
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	13.76									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	20.38									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	26.04									
		2-Wire Voice Grade Line Port Rates (RES - PBX)														
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.13	69.26	32.50	37.53	6.22	15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)				UEPRG	LNPCP	3.15	0.00	0.00			15.69				
	FEATURES															
	All Features Offered				UEPRG	UEPVF	3.04	0.00	0.00			15.69				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is				UEPRG	USAC2		7.93	1.91			15.69				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change				UEPRG	USACC		7.93	1.91			15.69				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity				UEPRG	USAS2	0.00	0.00	0.00			15.69				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group							7.34	7.34			15.69				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1			1			14.89									
	2-Wire VG Loop/Port Combo - Zone 2			2			21.52									
	2-Wire VG Loop/Port Combo - Zone 3			3			27.17									
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL 1) - Zone 1			1	UEPPX	UEPLX	13.76									
	2-Wire Voice Grade Loop (SL 1) - Zone 2			2	UEPPX	UEPLX	20.38									
	2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEPPX	UEPLX	26.04									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus				UEPPX	UEPPC	1.13	69.26	32.50	37.53	6.22	15.69				
	Line Side Unbundled Outward PBX Trunk Port - Bus				UEPPX	UEPPO	1.13	69.26	32.50	37.53	6.22	15.69				
	Line Side Unbundled Incoming PBX Trunk Port - Bus				UEPPX	UEPP1	1.13	69.26	32.50	37.53	6.22	15.69				
	2-Wire Voice Unbundled PBX LD Terminal Ports				UEPPX	UEPLD	1.13	69.26	32.50	37.53	6.22	15.69				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port				UEPPX	UEPXA	1.13	69.26	32.50	37.53	6.22	15.69				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports				UEPPX	UEPXB	1.13	69.26	32.50	37.53	6.22	15.69				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port				UEPPX	UEPXC	1.13	69.26	32.50	37.53	6.22	15.69				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port				UEPPX	UEPXD	1.13	69.26	32.50	37.53	6.22	15.69				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port				UEPPX	UEPXE	1.13	69.26	32.50	37.53	6.22	15.69				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port				UEPPX	UEPXL	1.13	69.26	32.50	37.53	6.22	15.69				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port				UEPPX	UEPXM	1.13	69.26	32.50	37.53	6.22	15.69				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port				UEPPX	UEPXO	1.13	69.26	32.50	37.53	6.22	15.69				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port				UEPPX	UEPXS	1.13	69.26	32.50	37.53	6.22	15.69				
	2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port				UEPPX	UEPXT	1.13	69.26	32.50	37.53	6.22	15.69				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)				UEPPX	LNPCP	3.15	0.00	0.00			15.69				
	FEATURES															
	All Features Offered				UEPPX	UEPVF	3.04	0.00	0.00			15.69				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is				UEPPX	USAC2		7.93	1.91			15.69				
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change				UEPPX	USACC		7.93	1.91			15.69				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity				UEPPX	USAS2	0.00	0.00	0.00			15.69				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group							7.34	7.34			15.69				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		UNE Port/Loop Combination Rates														
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			14.89									
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			21.52									
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			27.17									
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	13.76									
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	20.38									
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	26.04									
		2-Wire Voice Grade Line Ports (COIN)														
		2-Wire Coin 2-Way without Operator Screening and without Blocking (SC)			UEPCO	UEPSD	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSA	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSH	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Parity (SC)			UEPCO	UEPSC	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Coin 2-Way with Operator Screening and: 900 Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCC	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT 3YV (SC)			UEPCO	UEPCE	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT AP7 (SC)			UEPCO	UEPCF	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Coin Outward without Blocking and without Operator Screening (SC)			UEPCO	UEPSG	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Coin Outward with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSF	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSJ	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCM	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Coin Out Operator Screen & Block: 900/976, 1+DDD, 011+, Local; Enhanced Calling OPT 3YW (SC)			UEPCO	UEPCP	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.13	40.30	19.90	24.98	6.65		15.69			
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.13	40.30	19.90	24.98	6.65		15.69			
		ADDITIONAL UNE COIN PORT/LOOP (RC)														
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	4.05	40.30	19.90	24.98	6.65		15.69			
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35									
		NONRECURRING CHARGES - CURRENTLY COMBINED														
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.10	0.10				15.69			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.10	0.10				15.69			
		ADDITIONAL NRCs														
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				15.69			
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			22.50									
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			30.56									
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			37.22									
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	20.85									
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	28.91									
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	35.57									
		2-Wire Voice Grade Line Port Rates (Res)														
		2-Wire voice unbundled port - residence			UEPFR	UEPRL	1.65	108.36	70.71	1.42	1.33		15.69			

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	1.65	108.36	70.71	1.42	1.33		15.69			
		2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	1.65	108.36	70.71	1.42	1.33		15.69			
		2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - res			UEPFR	UEPAU	1.65	108.36	70.71	1.42	1.33		15.69			
		2-Wire voice unbundled South Carolina Area Calling port with Caller ID - res (LW8)			UEPFR	UEPAJ	1.65	108.36	70.71	1.42	1.33		15.69			
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.65	108.36	70.71	1.42	1.33		15.69			
		2-Wire Voice Unbundled South Carolina Residence Dialing Plan without Caller ID			UEPFR	UEPWL	1.65	108.36	70.71	1.42	1.33		15.69			
	INTEROFFICE TRANSPORT															
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	24.30	40.63	27.47	16.77	6.91					
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.0167									
	FEATURES															
		All Features Offered			UEPFR	UEPVF	3.04	0.00	0.00				15.69			
	LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPFR	LNPCX	0.35									
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		17.00	3.74				15.69			
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		17.00	3.74				15.69			
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			22.50									
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			30.56									
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			37.22									
	UNE Loop Rates															
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	20.85									
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	28.91									
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	35.57									
	2-Wire Voice Grade Line Port (Bus)															
		2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	1.65	108.36	70.71	1.42	1.33		15.69			
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	1.65	108.36	70.71	1.42	1.33		15.69			
		2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	1.65	108.36	70.71	1.42	1.33		15.69			
		2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - bus			UEPFB	UEPAZ	1.65	108.36	70.71	1.42	1.33		15.69			
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.65	108.36	70.71	1.42	1.33		15.69			
		2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPFB	UEPAB	1.65	108.36	70.71	1.42	1.33		15.69			
		2-Wire Voice Unbundled South Carolina Business Dialing Plan without Caller ID			UEPFB	UEPWM	1.65	108.36	70.71	1.42	1.33		15.69			
	LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPFB	LNPCX	0.35									
	INTEROFFICE TRANSPORT															
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	24.30	40.63	27.47	16.77	6.91					
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0167									
	FEATURES															
		All Features Offered			UEPFB	UEPVF	3.04	0.00	0.00				15.69			
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		17.00	3.74				15.69			
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		17.00	3.74				15.69			
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Port/Loop Combination Rates														
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			22.50									
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			30.56									
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			37.22									
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	20.85									
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	28.91									
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	35.57									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	1.65	137.32	83.31	67.02	11.51		15.69			
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	1.65	137.32	83.31	67.02	11.51		15.69			
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	1.65	137.32	83.31	67.02	11.51		15.69			
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.65	137.32	83.31	67.02	11.51		15.69			
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.65	137.32	83.31	67.02	11.51		15.69			
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.65	137.32	83.31	67.02	11.51		15.69			
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.65	137.32	83.31	67.02	11.51		15.69			
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.65	137.32	83.31	67.02	11.51		15.69			
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.65	137.32	83.31	67.02	11.51		15.69			
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.65	137.32	83.31	67.02	11.51		15.69			
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.65	137.32	83.31	67.02	11.51		15.69			
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.65	137.32	83.31	67.02	11.51		15.69			
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.65	137.32	83.31	67.02	11.51		15.69			
	2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPFP	UEPXT	1.65	137.32	83.31	67.02	11.51		15.69			
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00				15.69			
	INTEROFFICE TRANSPORT														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	24.30	40.63	27.47	16.77	6.91					
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.0167									
	FEATURES														
	All Features Offered			UEPFP	UEPVF	3.04	0.00	0.00				15.69			
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFP	USAC2		17.00	3.74				15.69			
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		17.00	3.74				15.69			
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES															
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
	UNE Port/Loop Combination Rates														
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			23.75									
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			30.20									
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			35.52									
	UNE Loop Rates														
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	16.68									
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	23.13									
	2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	28.46									
	UNE Port Rate														
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	7.06	225.55	87.21	113.08	14.38		15.69			
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		7.32	1.87				15.69			

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		7.32	1.87					15.69			
	ADDITIONAL NRCs																
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		26.84						15.69			
	Telephone Number/Trunk Group Establishment Charges																
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00					15.69			
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00					15.69			
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00					15.69			
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00					15.69			
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00					15.69			
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00					15.69			
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																
	UNE Port/Loop Combination Rates																
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	30.86										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	38.60										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	44.23										
	UNE Loop Rates																
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	21.90						15.69			
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	29.64						15.69			
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	35.27						15.69			
	UNE Port Rate																
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	8.96	190.51	133.14	100.95	21.37		15.69			
	NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	0.00	38.59	27.08				15.69			
	ADDITIONAL NRCs																
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00							
	B-CHANNEL USER PROFILE ACCESS:																
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00							
		CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00							
		CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00							
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCD	0.00	0.00	0.00							
		CVS (EWSD)			UEPPB	UEPPR	U1UCE	0.00	0.00	0.00							
		CSD			UEPPB	UEPPR	U1UCF	0.00	0.00	0.00							
	USER TERMINAL PROFILE																
		User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00							
	VERTICAL FEATURES																
		All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	3.04	0.00	0.00				15.69			
	INTEROFFICE CHANNEL MILEAGE																
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	24.30	40.63	27.47	16.77	6.91		15.69			
		Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.0167	0.00	0.00							
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT																
	UNE Port/Loop Combination Rates																
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		176.82										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		241.38										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		347.84										

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		UNE Loop Rates														
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	90.87							15.69		
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	155.43							15.69		
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	261.89							15.69		
		UNE Port Rate														
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	85.95	457.30	259.67	124.15	31.83			15.69		
		NONRECURRING CHARGES - CURRENTLY COMBINED														
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	119.34	78.73					15.69		
		ADDITIONAL NRCs														
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqnt Actvy-Inward/two way Tel Nos. (except NC)			UEPPP	PR7TF		0.49	0.49					15.69		
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		11.54	11.54					15.69		
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPP	PR7ZT		23.07	23.07					15.69		
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPPP	LNPCN	1.75									
		Voice/Data			UEPPP	PR71V	0.00	0.00	0.00							
		Digital Data			UEPPP	PR71D	0.00	0.00	0.00							
		Inward Data			UEPPP	PR71E	0.00	0.00	0.00							
		New or Additional "B" Channel														
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	14.56						15.69		
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	14.56						15.69		
		New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	14.56						15.69		
		CALL TYPES														
		Inward			UEPPP	PR7C1	0.00	0.00	0.00							
		Outward			UEPPP	PR7C0	0.00	0.00	0.00							
		Two-way			UEPPP	PR7CC	0.00	0.00	0.00							
		Interoffice Channel Mileage														
		Fixed Each Including First Mile			UEPPP	1LN1A	77.4815	89.47	81.99	16.39	14.48			15.69		
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3415									
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT														
		UNE Port/Loop Combination Rates														
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		149.77									
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		214.33									
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		320.78									
		UNE Loop Rates														
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	90.87							15.69		
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	155.43							15.69		
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	261.89							15.69		
		UNE Port Rate														
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	58.90	455.50	253.79	117.55	14.20			15.69		
		NONRECURRING CHARGES - CURRENTLY COMBINED														
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		129.78	67.17					15.69		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		129.78	67.17					15.69		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		129.78	67.17					15.69		
		ADDITIONAL NRCs														
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		14.51	14.51					15.69		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		14.51	14.51					15.69		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		14.51	14.51					15.69		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		14.51	14.51					15.69		

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	BIPOLAR 8 ZERO SUBSTITUTION														
	B8ZS -Superframe Format			UEPDC	CCOSF		0.00	605.00					15.69		
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	605.00					15.69		
	Alternate Mark Inversion														
	AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00							
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00							
	Telephone Number/Trunk Group Establishment Charges														
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00							15.69		
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00							15.69		
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00							15.69		
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00					15.69		
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00							15.69		
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	0.00					15.69		
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00					15.69		
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00					15.69		
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port														
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	77.14	89.47	81.99	16.39	14.48			15.69		
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3415	0.00	0.00							
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3415	0.00	0.00							
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3415	0.00	0.00							
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00							
	Central Office Terminating Point			UEPDC	CTG	0.00									
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT														
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations														
	Each System can have up to 24 combinations of rates depending on type and number of ports used														
	UNE DS1 Loop														
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	90.87	0.00	0.00							
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	155.43	0.00	0.00							
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	261.89	0.00	0.00							
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)														
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	82.78	0.00	0.00					15.69		
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	165.56	0.00	0.00					15.69		
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	331.12	0.00	0.00					15.69		
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	496.68	0.00	0.00					15.69		
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	662.24	0.00	0.00					15.69		
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	827.80	0.00	0.00					15.69		
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	993.36	0.00	0.00					15.69		
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,324.48	0.00	0.00					15.69		
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	1,655.60	0.00	0.00					15.69		
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	1,986.72	0.00	0.00					15.69		
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,317.84	0.00	0.00					15.69		
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System														
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.														
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.														
	NRC - Conversion (Currently Combined) with or without Bell/South Allowed Changes			UEPMG	USAC4	0.00	150.81	8.38					15.69		
	System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's														
	1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fea Activation			UEPMG	VUMD4	0.00	717.71	425.81	149.08	17.69			15.69		

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Bipolar 8 Zero Substitution														
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	605.00							
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	605.00							
		Alternate Mark Inversion (AMI)														
		Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00							
		Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00							
		Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port														
		Exchange Ports														
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.13	0.00	0.00	0.00	0.00			15.69		
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.13	0.00	0.00	0.00	0.00			15.69		
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.13	0.00	0.00	0.00	0.00			15.69		
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	7.09	0.00	0.00	0.00	0.00			15.69		
		Feature Activations - Unbundled Loop Concentration														
		Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.56	25.45	13.44	4.20	4.17			15.69		
		Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.56	78.31	18.46	59.37	11.60			15.69		
		Telephone Number/ Group Establishment Charges for DID Service														
		DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00							
		Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00							
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00							
		Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00							
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00							
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00							
		Local Number Portability														
		Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00							
		FEATURES - Vertical and Optional														
		Local Switching Features Offered with Line Side Ports Only														
		All Features Available			UEPPX	UEPVF	3.04	0.00	0.00					15.69		
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																
This includes:																
Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.																
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																
The Market Rate for unbundled ports includes all available features in all states.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																
For Not Currently Combined scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section.																
Additional NRCs may apply also and are categorized accordingly.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
2-Wire VG Loop/Port Combo - Zone 1																
2-Wire VG Loop/Port Combo - Zone 2																
2-Wire VG Loop/Port Combo - Zone 3																
UNE Loop Rates																
2-Wire Voice Grade Loop (SL1) - Zone 1																
2-Wire Voice Grade Loop (SL1) - Zone 2																
2-Wire Voice Grade Loop (SL1) - Zone 3																
2-Wire Voice Grade Line Port (Res)																
2-Wire voice unbundled port - residence																
2-Wire voice unbundled port with Caller ID - res																
2-Wire voice unbundled port outgoing only - res																

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00				15.69			
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	14.00	90.00	90.00				15.69			
		2-Wire Voice Unbundled South Carolina Residence Dialing Plan without Caller ID			UEPRX	UEPWL	14.00	90.00	90.00				15.69			
		2-Wire voice unbundled South Carolina Area Calling Port without Caller ID Capability			UEPRX	UEPRS	14.00	90.00	90.00				15.69			
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPRX	LNPCX	0.35									
		FEATURES														
		All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				15.69			
		ADDITIONAL NRCs														
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0.00	0.00				15.69			
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/Port Combo - Zone 1		1			27.76									
		2-Wire VG Loop/Port Combo - Zone 2		2			34.38									
		2-Wire VG Loop/Port Combo - Zone 3		3			40.04									
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	13.76									
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	20.38									
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	26.04									
		2-Wire Voice Grade Line Port (Bus)														
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00				15.69			
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00				15.69			
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00				15.69			
		2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - bus			UEPBX	UEPAZ	14.00	90.00	90.00				15.69			
		2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPBX	UEPAB	14.00	90.00	90.00				15.69			
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPBX	UEPBE	14.00	90.00	90.00				15.69			
		2-Wire Voice Unbundled South Carolina Business Dialing Plan without Caller ID			UEPBX	UEPWM	14.00	90.00	90.00				15.69			
		2-Wire voice unbundled South Carolina Business Area Calling Port without Caller ID Capability			UEPBX	UEPBB	14.00	90.00	90.00				15.69			
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35									
		FEATURES														
		All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00				15.69			
		ADDITIONAL NRCs														
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00				15.69			
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/Port Combo - Zone 1		1			27.76									
		2-Wire VG Loop/Port Combo - Zone 2		2			34.38									
		2-Wire VG Loop/Port Combo - Zone 3		3			40.04									
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	13.76									
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	20.38									
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	26.04									
		2-Wire Voice Grade Line Port Rates (RES - PBX)														
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00				15.69			
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	FEATURES															
	All Features Offered				UEPRG	UEPVF	0.00	0.00	0.00			15.69				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	ADDITIONAL NRCs															
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00			15.69				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64			15.69				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			27.76									
		2-Wire VG Loop/Port Combo - Zone 2		2			34.38									
		2-Wire VG Loop/Port Combo - Zone 3		3			40.04									
	UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	13.76									
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	20.38									
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	26.04									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00			15.69				
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00			15.69				
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00			15.69				
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00			15.69				
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00			15.69				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00			15.69				
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00			15.69				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00			15.69				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00			15.69				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00			15.69				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00			15.69				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00			15.69				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00			15.69				
	LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00							
	FEATURES															
	All Features Offered				UEPPX	UEPVF	0.00	0.00	0.00			15.69				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2		0.00	0.00			15.69				
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00			15.69				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.34	7.34			15.69				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			27.76									
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			34.38									
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			40.04									
	UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	13.76									
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	20.38									
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	26.04									
	2-Wire Voice Grade Line Port Rates (Coin)															

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB UEPPR		76.90										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB UEPPR		84.64										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB UEPPR		90.27										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB UEPPR USL2X		21.90										
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB UEPPR USL2X		29.64										
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB UEPPR USL2X		35.27										
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB UEPPR UEPPB		55.00	525.00	400.00				15.69				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion - Top 8 MSAs only			UEPPB UEPPR USACB		0.00	225.00	225.00				15.69				
	ADDITIONAL NRCs															
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB UEPPR LNPCX		0.35	0.00	0.00								
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR U1UCA		0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR U1UCB		0.00	0.00	0.00								
	CSD			UEPPB UEPPR U1UCC		0.00	0.00	0.00								
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB UEPPR U1UCD		0.00	0.00	0.00								
	CVS (EWSD)			UEPPB UEPPR U1UCE		0.00	0.00	0.00								
	CSD			UEPPB UEPPR U1UCF		0.00	0.00	0.00								
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB UEPPR U1UMA		0.00	0.00	0.00								
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB UEPPR UEPVF		3.04	0.00	0.00								
	INTEROFFICE CHANNEL MILEAGE															
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR M1GNC		24.30	60.00	40.00	25.00	10.00		15.69				
	Interoffice Channel mileage each, additional mile			UEPPB UEPPR M1GNM		0.0167	0.00	0.00								
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		940.87										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		1,005.43										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		1,111.89										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP USL4P		90.87						15.69				
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP USL4P		155.43						15.69				
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP USL4P		261.89						15.69				
	UNE Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP UEPPP		850.00	1,150.00	1,150.00				15.69				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only			UEPPP USACP		0.00	950.00	950.00				15.69				
	ADDITIONAL NRCs															
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqtl Actvy- Inward/two way Telephone Numbers (except NC)			UEPPP PR7TF			0.9822					15.69				
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP PR7TO			23.02	23.02				15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Telephone Numbers						UEPPP	PR7ZT		46.05	46.05			15.69		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)						UEPPP	LNPCN	1.75							
		INTERFACE (Provisioning Only)															
		Voice/Data						UEPPP	PR71V	0.00	0.00	0.00					
		Digital Data						UEPPP	PR71D	0.00	0.00	0.00					
		Inward Data						UEPPP	PR71E	0.00	0.00	0.00					
		New or Additional "B" Channel															
		New or Additional - Voice/Data B Channel						UEPPP	PR7BV	0.00	40.00						
		New or Additional - Digital Data B Channel						UEPPP	PR7BF	0.00	40.00						
		New or Additional Inward Data B Channel						UEPPP	PR7BD	0.00	40.00						
		CALL TYPES															
		Inward						UEPPP	PR7C1	0.00	0.00	0.00					
		Outward						UEPPP	PR7C0	0.00	0.00	0.00					
		Two-way						UEPPP	PR7CC	0.00	0.00	0.00					
		Interoffice Channel Mileage															
		Fixed Each Including First Mile						UEPPP	1LN1A	77.4815	89.47	81.99	16.39	14.48		15.69	
		Each Airline-Fractional Additional Mile						UEPPP	1LN1B	0.3415							
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1					1	UEPDC		840.87							
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2					2	UEPDC		905.43							
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3					3	UEPDC		1,011.89							
		UNE Loop Rates															
		4-Wire DS1 Digital Loop - UNE Zone 1					1	UEPDC	USLDC	90.87							
		4-Wire DS1 Digital Loop - UNE Zone 2					2	UEPDC	USLDC	155.43							
		4-Wire DS1 Digital Loop - UNE Zone 3					3	UEPDC	USLDC	261.89							
		UNE Port Rate															
		4-Wire DDITS Digital Trunk Port						UEPDC	UDD1T	750.00	1,005.07	478.99	213.53	20.94		15.69	
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only						UEPDC	USAC4		259.56	134.33			15.69		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only						UEPDC	USAWA		259.56	134.33			15.69		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only						UEPDC	USAWB		259.56	134.33			15.69		
		ADDITIONAL NRCs															
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk						UEPDC	UDTTA		29.01	29.01			15.69		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk						UEPDC	UDTTB		29.01	29.01			15.69		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan - Inward Trunk w/out DID						UEPDC	UDTTC		29.01	29.01			15.69		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID						UEPDC	UDTTD		29.01	29.01			15.69		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans						UEPDC	UDTTE		29.01	29.01			15.69		
		BIPOLAR 8 ZERO SUBSTITUTION															
		B8ZS -Superframe Format						UEPDC	CCOSF		0.00	605.00					
		B8ZS - Extended Superframe Format						UEPDC	CCOEF		0.00	605.00					
		Alternate Mark Inversion															
		AMI -Superframe Format						UEPDC	MCOSF		0.00	0.00					
		AMI - Extended SuperFrame Format						UEPDC	MCOPO		0.00	0.00					
		Telephone Number/Trunk Group Establishment Charges															
		Telephone Number for 2-Way Trunk Group						UEPDC	UDTGX	0.00					15.69		
		Telephone Number for 1-Way Outward Trunk Group						UEPDC	UDTGY	0.00					15.69		

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
													OSS Rates(\$)			
						Rec		Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						15.69			
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00				15.69			
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						15.69			
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	0.00				15.69			
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				15.69			
		Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				15.69			
		Dedicated DS1 (Interoffice Channel Mileage) -														
		FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port														
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	77.14	89.47	81.99	16.39	14.48		15.69			
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3415	0.00	0.00							
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00							
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.7598	0.00	0.00							
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00							
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.7598	0.00	0.00							
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00							
		Central Office Terminating Point			UEPDC	CTG	0.00									
		4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT														
		System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations														
		A system can have various rate combinations based on type and number of ports used														
		UNE DS1 Loop														
		4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	90.87	0.00	0.00							
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	155.43	0.00	0.00							
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	261.89	0.00	0.00							
		UNE DSO Channelization Capacities (D4 Channel Bank Configurations)														
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	103.47	0.00	0.00				15.69			
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	206.94	0.00	0.00				15.69			
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	413.88	0.00	0.00				15.69			
		144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	620.82	0.00	0.00				15.69			
		192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00				15.69			
		240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,034.70	0.00	0.00				15.69			
		288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,241.64	0.00	0.00				15.69			
		384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,655.52	0.00	0.00				15.69			
		480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,069.40	0.00	0.00				15.69			
		576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,483.28	0.00	0.00				15.69			
		672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,897.16	0.00	0.00				15.69			
		Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System														
		A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.														
		Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.														
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes - Top 8 MSAs Only			UEPMG	USAC4	0.00	150.81	8.38				15.69			
		System Additions Where Currently Combined and New (Not Currently Combined)														
		In Density Zone 1 Top 8 MSAs														
		1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	717.71	425.81	149.08	17.69		15.69			
		Bipolar 8 Zero Substitution														
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	605.00							
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	605.00							
		Alternate Mark Inversion (AMI)														
		Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00							
		Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00							

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port														
	Exchange Ports														
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00		15.69			
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00		15.69			
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00		15.69			
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	57.00	0.00	0.00	0.00	0.00		15.69			
	Feature Activations - Unbundled Loop Concentration														
	Feature (Service) Activation for each Line Port Terminated in D4 Bank			UEPPX	1PQWM	0.70	40.00	20.00	6.00	5.00		15.69			
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank			UEPPX	1PQWU	0.70	110.00	30.00	65.00	20.00		15.69			
	Telephone Number/ Group Establishment Charges for DID Service														
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00				15.69			
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00				15.69			
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00				15.69			
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00				15.69			
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00				15.69			
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				15.69			
	Local Number Portability														
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00							
	FEATURES - Vertical and Optional														
	Local Switching Features Offered with Line Side Ports Only														
	All Features Available			UEPPX	UEPVF	3.04	0.00	0.00				15.69			
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES															
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.															
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.															
UNE-P CENTREX - 5ESS (Valid in All States)															
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		14.89									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		21.52									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		27.17									
UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		17.81									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		24.26									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		29.59									
UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	13.76									
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	20.38									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	26.04									
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.68									
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	23.13									
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.46									
UNE Port Rate															
All States															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.13	40.30	19.90	24.98	6.65		15.69			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.13	40.30	19.90	24.98	6.65		15.69			

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.13	40.30	19.90	24.98	6.65		15.69				
	AL, KY, LA, MS, SC, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.13	40.30	19.90	24.98	6.65		15.69				
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.7996										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP95	LNPPC	0.35										
	Features															
	All Standard Features Offered, per port			UEP95	UEPVF	3.04						15.69				
	All Select Features Offered, per port			UEP95	UEPVS	0.00	406.42					15.69				
	All Centrex Control Features Offered, per port			UEP95	UEPVC	3.04						15.69				
	NARS															
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				15.69				
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				15.69				
	Unbundled Network Access Register - Outdial			UEP95	UARO X	0.00	0.00	0.00				15.69				
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP95	CEND6	8.86	119.57	18.78	60.03	3.77		15.69				
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP95	M1HD1	73.62	202.47	95.90	72.75	2.47		15.69				
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	14.51					15.69				
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP95	MIGBC	24.30	40.63	27.47	16.77	6.91		15.69				
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0167										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.56						15.69				
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.56						15.69				
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.56						15.69				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.56						15.69				
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.56						15.69				
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP95	1PQWQ	0.56						15.69				
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.56						15.69				
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		37.93	16.72				15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	668.70					15.69				
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	668.70					15.69				
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.89					15.69				
	UNE-P CENTREX - DMS100 (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		14.89										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		21.52										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		27.17										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		17.81										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		24.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		29.59										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	13.76										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	20.38										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	26.04										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.68										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	23.13										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	28.46										
	UNE Port Rate															
	ALL STATES															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.13	108.36	70.71	54.47	11.94		15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.13	40.30	19.90	24.98	6.65		15.69				
	AL, KY, LA, MS, SC, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.13	108.36	70.71	54.47	11.94		15.69				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.13	108.36	70.71	54.47	11.94		15.69				

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.13	40.30	19.90	24.98	6.65		15.69				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.13	40.30	19.90	24.98	6.65		15.69				
	Local Switching															
	Centrex Intercom Functionality, per port			UEP9D	URECS	0.7996						15.69				
	Local Number Portability															
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features															
	All Standard Features Offered, per port			UEP9D	UEPVF	3.04						15.69				
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	406.42					15.69				
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	3.04						15.69				
	NARS															
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				15.69				
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				15.69				
	Unbundled Network Access Register - Outdial			UEP9D	UAROx	0.00	0.00	0.00				15.69				
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP9D	CEND6	8.86	119.57	18.78	60.03	3.77		15.69				
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP9D	M1HD1	73.62	202.47	95.90	72.75	2.47		15.69				
	DS0 Channels Activiated per Channel			UEP9D	M1HDO	0.00	14.51					15.69				
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	24.30	40.63	27.47	16.77	6.91		15.69				
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0167										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.56						15.69				
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.56						15.69				
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.56						15.69				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.56						15.69				
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.56						15.69				
	Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP9D	1PQWQ	0.56						15.69				
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.56						15.69				
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		37.93	16.72				15.69				
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	668.70					15.69				
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	668.70					15.69				
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.89					15.69				
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
	Note 2 - Requires Interoffice Channel Mileage															
	Note 3 - Requires Specific Customer Premises Equipment															
	Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.															

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by C O, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm																					
OPERATIONAL SUPPORT SYSTEMS																					
NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.																					
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMEC rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMEC rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																					
	Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)					SOMEC	3.50														
UNE SERVICE DATE ADVANCEMENT CHARGE																					
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																					
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			ALL UNE	SDASP		200.00														
UNBUNDLED EXCHANGE ACCESS LOOP																					
2-WIRE ANALOG VOICE GRADE LOOP																					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		13.19	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		17.23	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		22.53	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32					
	Loop Testing - Basic 1st Half Hour			UEANL	URET1			78.92	78.92				20.35	10.54	13.32	13.32					
	Loop Testing - Basic Additional Half Hour			UEANL	URETA			23.33	23.33				20.35	10.54	13.32	13.32					
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)			UEANL	UREWO			15.80	8.95				20.35	10.54	13.32	13.32					
	Unbundled Voice Loop, Unbundled Non-Design Voice Loop, billing for BST providing make-up			UEANL	UEANM			28.80	28.80												
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC			36.52	36.52												
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL			34.29	34.29												
2-WIRE Unbundled COPPER LOOP																					
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X		13.19	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32					
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X		17.23	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32					
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X		22.53	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32					
	Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC			36.52	36.52												
	Unbundled Copper Loop, Non-Designed Billing for BST providing make-up			UEQ	UEQMU			28.80	28.80				20.35	10.54	13.32	13.32					
	Loop Testing - Basic 1st Half Hour			UEQ	URET1			78.92	78.92				20.35	10.54	13.32	13.32					
	Loop Testing - Basic Additional Half Hour			UEQ	URETA			23.33	23.33				20.35	10.54	13.32	13.32					
	CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)			UEQ	UREWO			14.29	7.44				20.35	10.54	13.32	13.32					
UNBUNDLED EXCHANGE ACCESS LOOP																					
2-WIRE ANALOG VOICE GRADE LOOP																					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS		13.19	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS		13.19	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32					
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS		17.23	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32					
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS		17.23	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS		22.53	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS		22.53	31.99	20.02	10.65	1.41		20.35	10.54	13.32	13.32					
UNE Loop Rates for Line Splitting																					
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 1		1	UEPRX	UEPLX		14.18														
	2-Wire Voice Grade Loop (SL1) for Line Splitting - Zone 2		2	UEPRX	UEPLX		18.01														
	2-Wire Voice Grade Loop (SL1)for Line Splitting - Zone 3		3	UEPRX	UEPLX		23.02														
UNBUNDLED EXCHANGE ACCESS LOOP																					

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring	Disconnect Add'l						
											SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		2-WIRE ANALOG VOICE GRADE LOOP															
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	16.56	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	21.63	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.28	75.06	48.20	28.70	17.64			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
		4-WIRE ANALOG VOICE GRADE LOOP															
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75.06	36.41					20.35	10.54	13.32	13.32
		2-WIRE ISDN DIGITAL GRADE LOOP															
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22.22	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.02	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.95	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
		2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	22.22	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	29.02	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	37.95	142.76	88.88	76.35	39.16			20.35	10.54	13.32	13.32
		CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		91.77	44.22					20.35	10.54	13.32	13.32
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	13.82	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.05	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	23.60	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1	I	1	UAL	UAL2W	13.82	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 2	I	2	UAL	UAL2W	18.05	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 3	I	3	UAL	UAL2W	23.60	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UAL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.83	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.15	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.50	270.01	234.63	74.54	39.14			20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
													OSS Rates(\$)			
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	2 Wire Unbundled HDLSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	10.83	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDLSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	14.15	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled HDLSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	18.50	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
	4 Wire Unbundled HDLSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.93	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDLSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.20	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDLSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	23.80	279.60	244.22	74.54	39.14			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	4-Wire Unbundled HDLSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	13.93	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDLSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	18.20	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	4-Wire Unbundled HDLSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	23.80	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	57.73	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	75.40	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	98.59	313.08	219.72	96.86	40.45			18.98	8.43	11.95	11.95
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		34.59									
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.47	40.11					20.35	10.54	13.32	13.32
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	31.10	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	40.61	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	53.11	207.01	141.38	90.70	44.18			20.35	10.54	13.32	13.32
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.28	49.82					20.35	10.54	13.32	13.32
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1	I	1	UCL	UCLPB	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2	I	2	UCL	UCLPB	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3	I	3	UCL	UCLPB	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL2L	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL2L	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL2L	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL2W	13.19	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL2W	17.23	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL2W	22.53	31.99	20.02	10.65	1.41			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
4-WIRE COPPER LOOP																
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4S	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4S	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4S	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4L	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4L	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4L	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4O	24.70	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4O	32.25	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4O	42.17	122.76	85.57	76.35	39.16			20.35	10.54	13.32	13.32
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
	CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02					20.35	10.54	13.32	13.32
LOOP MODIFICATION																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		65.40	65.40					20.35	10.54	13.32	13.32
	Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS, UEQ	ULM2G		710.71	23.77					20.35	10.54	13.32	13.32
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		65.40	65.40					20.35	10.54	13.32	13.32
	Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		710.71	23.77					20.35	10.54	13.32	13.32

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
					UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		65.44	65.44			SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
SUB-LOOPS																	
	Sub-Loop Distribution																
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		517.25	517.25					20.35	10.54	13.32	13.32
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		42.68	42.68					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		313.01	313.01					20.35	10.54	13.32	13.32
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		108.06	108.06					20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	10.02	148.84	112.34	73.14	36.65			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.54	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	12.47	147.93	75.11	99.96	16.98			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.35	94.56	29.35					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2.26	116.14	37.10					20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.16	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	6.74	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	8.81	110.71	37.89	94.41	13.09			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	6.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	8.52	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	11.14	117.12	44.30	99.96	16.98			20.35	10.54	13.32	13.32
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
Unbundled Sub-Loop Modification																	
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.36	7.82					20.34	10.54	13.32	13.32
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82					20.35	10.54	13.32	13.32
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		528.48	9.74					20.35	10.54	13.32	13.32
Unbundled Network Terminating Wire (UNTW)																	
		Unbundled Network Terminating Wire (UNTW) per Pair	I		UENTW	UENPP	0.4555	2.48	2.48					20.35	10.54	13.32	13.32
Network Interface Device (NID)																	
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		89.69	54.56	0.6391	0.6391			20.35	10.54	13.32	13.32
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		129.65	94.51	0.6522	0.6522			20.35	10.54	13.32	13.32
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		11.11	11.11					20.35	10.54	13.32	13.32
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		11.11	11.11					20.35	10.54	13.32	13.32
SUB-LOOPS																	
	Sub-Loop Feeder																

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		517.25						20.35	10.54	13.32
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		42.68	42.68					20.35	10.54	13.32
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		531.04	11.34					20.35	10.54	13.32
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide		sw	UEA	USBFA	12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		34.29								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		34.29								
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	12.05	122.24	85.05	76.35	39.16			20.35	10.54	13.32
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		34.29								
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.52	137.31	61.93	118.04	30.13			20.35	10.54	13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	28.11	137.31	61.93	118.04	30.13			20.35	10.54	13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	36.76	137.31	61.93	118.04	30.13			20.35	10.54	13.32
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29								
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.52	137.31	61.93	118.04	30.13			20.35	10.54	13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	28.11	137.31	61.93	118.04	30.13			20.35	10.54	13.32
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	36.76	137.31	61.93	118.04	30.13			20.35	10.54	13.32
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29								
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	16.11	142.83	67.45	104.67	18.53			19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	21.04	142.83	67.45	104.67	18.53			19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	27.51	142.83	67.45	104.64	18.53			19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		34.29								
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	16.11	142.83	67.45	104.67	18.53			19.99	19.99	19.99
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	21.04	142.83	67.45	104.67	18.53			19.99	19.99	19.99
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	27.51	142.83	67.45	104.64	18.53			19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	39.74	116.00	40.62	106.82	18.91			19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	51.90	116.00	40.62	106.82	18.91			19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	67.86	116.00	40.62	106.82	18.91			19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		34.59								
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	9.52	114.27	38.89	104.64	18.53			19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	12.43	114.27	38.89	104.64	18.53			19.99	19.99	19.99
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	16.26	114.27	38.89	104.64	18.53			19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29								
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	14.37	123.41	48.03	110.44	22.53			19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	18.76	123.41	48.03	110.44	22.53			19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	24.53	123.41	48.03	110.44	22.53			19.99	19.99	19.99
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29								
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		34.29						19.99	19.99	19.99

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	26.06	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	34.03	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	44.50	116.00	40.62	106.82	18.91			19.99	19.99	19.99	19.99
	Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		34.29									
SUB-LOOPS																
	Sub-Loop Feeder															
	Sub Loop Feeder - DS3 - Per Mile Per Month	I		UE3	1L5SL	14.11										
	Sub Loop Feeder - DS3 - Facility Termination Per Month	I		UE3	USBF1	333.26	3,406.61	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder - STS-1 - Per Mile Per Month	I		UDLSX	1L5SL	14.11										
	Sub Loop Feeder - STS-1 - Facility Termination Per Month	I		UDLSX	USBF7	359.02	3,406.61	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder - OC-3 - Per Mile Per Month	I		UDLO3	1L5SL	10.71										
	Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month	I		UDLO3	USBF5	56.64										
	Sub Loop Feeder - OC-3 - Facility Termination Per Month	I		UDLO3	USBF2	546.31	3,406.61	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder - OC-12 - Per Mile Per Month	I		UDL12	1L5SL	13.18										
	Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month	I		UDL12	USBF6	639.98										
	Sub Loop Feeder - OC-12 - Facility Termination Per Month	I		UDL12	USBF3	1,697.00	3,406.61	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder - OC-48 - Per Mile Per Month	I		UDL48	1L5SL	43.22										
	Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month	I		UDL48	USBF9	320.36										
	Sub Loop Feeder - OC-48 - Facility Termination Per Month	I		UDL48	USBF4	1,457.00	3,592.61	407.68	165.17	501.31			20.35	10.54	13.32	
	Sub Loop Feeder - OC-12 Interface On OC-48	I		UDL48	USBF8	361.44	806.02	407.68	165.17	501.31			20.35	10.54	13.32	
UNBUNDLED LOOP CONCENTRATION																
	Loop Channelization System			ULC	ULCCS	307.07	307.34	74.37	4.18				20.35	10.54	13.32	13.32
	CO Channel Interface - 2-Wire Voice Grade			ULC	ULCC2	1.20	9.57	9.52	8.66	8.60			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	500.18	613.60	613.60					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	54.82	255.67	255.67					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	539.00	613.60	613.60					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	92.37	255.67	255.67					20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	6.23	74.39	53.07	30.23	8.46			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.46	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - 2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.32	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	12.45	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.53	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.332
	Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	35.77	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
	Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	11.03	8.69	8.65	9.71	9.65			20.35	10.54	13.32	13.32
									9.71							
UNE OTHER, PROVISIONING ONLY - NO RATE																
	NID - Dispatch and Service Order for NID installation			UENTW	UNDBX	0.00	0.00									
	UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE	0.00	0.00									
				UEANL,UEF,UEQ,U												
	Unbundled Contract Name, Provisioning Only - No Rate			ENTW	UNECN	0.00	0.00									
UNE OTHER, PROVISIONING ONLY - NO RATE																

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.19										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	374.24	595.37	304.50	234.83	170.16			36.84	36.84	19.01	19.01
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.19										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	389.35	595.37	304.50	215.82	151.15			36.84	36.84	19.01	19.01
Note (1): Rates provided in TN for both electronic and manual Loop Makeup are interim and subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the Tennessee Regulatory Authority.																	
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).	R		UMK	UMKLW		0.76	0.76								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).	R		UMK	UMKLP		0.76	0.76								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)	R		UMK	PSUMK		0.76	0.76								
HIGH FREQUENCY SPECTRUM																	
LINE SHARING																	
SPLITTERS-CENTRAL OFFICE BASED																	
		Line Sharing Splitter, per System 96 Line Capacity			ULS	ULSDA	100.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
		Line Sharing Splitter, per System 24 Line Capacity			ULS	ULSDB	25.00	150.00	0.00	0.00	0.00			20.35	10.54	13.32	13.32
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)			ULS	ULSDG		163.06	0.00	92.71	0.00			20.35	10.54	13.32	13.32
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																	
		Line Sharing - per Line Activation (BST owned Splitter)			ULS	ULSDC	0.61	40.00	31.39	0.00	0.00			20.35	10.54	13.32	13.32
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)			ULS	ULSDS		30.00	15.00					20.35	10.54	13.32	13.32
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)			ULS	ULSCS		30.00	15.00					20.35	10.54	13.32	13.32
		Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	0.00	0.00			20.35	10.54	13.32	13.32
LINE SPLITTING																	
END USER ORDERING-CENTRAL OFFICE BASED																	
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.61	48.96	21.39	35.06	10.79			20.35	10.54	13.32	13.32
REMOTE SITE HIGH FREQUENCY SPECTRUM																	
SPLITTERS-REMOTE SITE																	
		Remote Site Line Share BellSouth Owned Splitter, 24 Port	I		ULS	ULSRB	25.00	150.00	0.00	150.00	0.00			20.35	10.54	13.32	13.32
		Remote Site Line Share Cable Pair Activation CLEC Owned at RS and Deactivation	I		ULS	ULSTG		74.38	0.00	46.77	0.00			20.35	10.54	13.32	13.32
END USER ORDERING-REMOTE SITE HIGH FREQUENCY SPECTRUM AKA REMOTE SITE LINE SHARING																	
		Remote Site Line Share Line Activationfor End User Served at RS, BST Splitter	I		ULS	ULSRC	0.61	40.00	31.39	35.06	10.79			20.35	10.54	13.32	13.32
		RS Line Share Line Activation for End User served at RS, CLEC Splitter	I		ULS	ULSTC	0.61	40.00	31.39	35.06	10.79			20.35	10.54	13.32	13.32
UNBUNDLED DEDICATED TRANSPORT																	
NOTE: INTEROFFICE CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																	

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0054										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0054										
	Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0054										
	Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07			15.08	15.08	8.66	8.66
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0174										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0174										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51			20.35	21.09	9.80	10.54
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.3562										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99			20.35	21.09	9.80	10.54
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.34										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.34										
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	849.30	395.29	176.56	109.04	105.91			36.84	36.84	19.01	19.01
LOCAL CHANNEL - DEDICATED TRANSPORT																
NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3/STS-1=four months																
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 1		1	ULDVX	ULDV2	17.18	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 2		2	ULDVX	ULDV2	22.44	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 2-Wire Voice Grade - Zone 3		3	UNDVX	ULDV2	29.34	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 1		1	ULDVX	ULDR2	17.18	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 2		2	ULDVX	ULDR2	22.44	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. - Zone 3		3	ULDVX	ULDR2	29.34	199.33	24.16	54.81	4.80						
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 1		1	UNDVX	ULDV4	18.18	201.53	24.83	55.52	5.51						
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 2		2	UNDVX	ULDV4	23.74	201.53	24.83	55.52	5.51						
	Local Channel - Dedicated - 4-Wire Voice Grade - Zone 3		3	UNDVX	ULDV4	31.05	201.53	24.83	55.52	5.51						
	Local Channel - Dedicated - DS1 - Zone 1		1	ULDD1	ULDF1	36.24	277.35	233.26	33.18	22.30						
	Local Channel - Dedicated - DS1 - Zone 2		2	ULDD1	ULDF1	47.33	277.35	233.26	33.18	22.30						
	Local Channel - Dedicated - DS1 - Zone 3		3	ULDD1	ULDF1	61.89	277.35	233.26	33.18	22.30						
	Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	7.15										
	Local Channel - Dedicated - DS3 - Facility Termination			ULDD3	ULDF3	611.30	595.37	304.50	215.82	151.15			36.84	36.84	19.01	19.01
	Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	7.15										
	Local Channel - Dedicated - STS-1 - Facility Termination			ULDS1	ULDFS	599.59	588.07	297.20	215.82	151.15			20.35	21.09	9.80	10.54
DARK FIBER																
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	58.83										
	NRC Dark Fiber - Local Channel			UDF	UDFC4		1,121.00	153.19	580.26	357.17			20.35	21.09	9.80	10.54
	Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	28.74										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)				
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		1,121.00	153.19	580.26	357.17	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	58.83									
		NRC Dark Fiber - Local Loop			UDF	UDFL4		1,121.00	153.19	580.26	357.17			20.35	21.09	9.80
8XX ACCESS TEN DIGIT SCREENING																
		8XX Access Ten Digit Screening, Per Call			OHD		0.0005192									
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		5.21	0.76					20.35	20.35	13.28
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			11.47	1.46	7.34	0.7602			20.35	20.35	13.28
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		11.47	1.46	7.34	0.7602			20.35	20.35	13.28
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.47	2.24					20.35	20.35	13.28
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		5.23	3.00					20.35	20.35	13.28
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		5.97	0.76					20.35	20.35	13.28
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.47						20.35	20.35	13.28
LINE INFORMATION DATA BASE ACCESS (LIDB)																
		LIDB Common Transport Per Query			OQT		0.0000354									
		LIDB Validation Per Query			OQU		0.0117403									
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		49.03						20.35	20.35	13.28
SIGNALING (CCS7)																
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41									
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000916									
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.84	130.84	130.84					20.35	20.35	13.32
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.84	130.84	130.84					20.35	20.35	13.32
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000373									
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.30									
		Signaling Point Code, per Originating Point Code Establishment or Change, per STP			UDB	CCAPO		121.77	121.77					20.35	20.35	13.32
CALLING NAME (CNAM) SERVICE																
		CNAM for DB Owners, Per Query			OQV		0.0010541									
		CNAM for Non DB Owners, Per Query			OQV		0.0010541									
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00					20.35	20.35	13.28
OPERATOR CALL PROCESSING																
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.08									
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.13									
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.1010353									
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.122818									
INWARD OPERATOR SERVICES																
		Inward Operator Services - Verification, Per Minute					1.03									
		Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.03									
BRANDING - OPERATOR CALL PROCESSING																
	Facility based CLEC															
		Recording of Custom Branded OA Announcement				CBAOS		1,555.00	1,553.00	7.03	7.03			19.99	19.99	19.99
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN				CBAOL		240.71	240.71					19.99	19.99	
	UNEP CLEC															
		Recording of Custom Branded OA Announcement						1,555.00	1,555.00					19.99	19.99	19.99

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)				
		Loading of Custom Branded OA Announcement per shelf/NAV per OCN						240.71	240.71			SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Unbranding via OLNS for UNEP CLEC														
		Loading of OA per OCN (Regional)						1,200.00	1,200.00					19.99	19.99	
DIRECTORY ASSISTANCE SERVICES																
		DIRECTORY ASSISTANCE ACCESS SERVICE														
		Directory Assistance Access Service Calls, Charge Per Call					0.2286787									
		DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)														
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.0364771									
		NUMBER SERVICES INTERCEPT ACCESS SERVICE														
		Number Services Intercept Per Query					0.017793									
		DIRECTORY TRANSPORT (DT)														
		DT-Local Channel DS1					40.99	277.35	233.26	33.18	22.30			20.35	10.54	13.32
		DT-DS1 Level Interoffice per mile					0.3562									
		DT-DS1 Level Interoffice per facility termination					77.86	112.40	76.27	19.55	14.99			20.35	10.54	13.32
		SWA Common Transport per Directory Assistance Access Service Per Call					0.000271									
		SWA Common Transport per Directory Assistance Access Service Per Call Per Mile					0.0000165									
		Access Tandem Switching Per Directory Assistance Access Service Per Call					0.0001875									
		DT- Directory Assistance Interconnection Per Directory Assistance Service Call					0.00									
		DT-Installation NRC, Per Trunk or Signaling Connection						204.62	4.43	136.09	4.43			20.35	10.54	13.32
		DT Local Channel DS1-Incremental Cost-Manual Svc Order vs Electronic						45.68	1.76	21.75	1.76					
		DT Interoffice DS1-Incremental Cost-Manual Svc Order vs Electronic						20.35	21.09	9.80	10.54					
DIRECTORY ASSISTANCE SERVICES																
		DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)														
		Directory Assistance Data Base Service Charge Per Listing					0.0485									
		Directory Assistance Data Base Service, per month				DBSOF	104.13									
BRANDING - DIRECTORY ASSISTANCE																
		Facility Based CLEC														
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		1,555.00	1,553.00	7.03	7.03			20.35	10.54	13.32
		Loading of Custom Branded Announcement per Switch			AMT	CBADC		240.71	240.71					20.35	10.54	
		UNEP CLEC														
		Recording of DA Custom Branded Announcement						1,555.00	1,553.00	7.03	7.03			20.35	10.54	13.32
		Loading of DA Custom Branded Announcement per Switch per OCN						240.71	240.71					20.35	10.54	
		Unbranding via OLNS for UNEP CLEC														
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00					20.35	10.54	
		Loading of DA per Switch per OCN						16.00	16.00					20.35	10.54	
SELECTIVE ROUTING																
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		179.60	179.60					20.35	20.35	
VIRTUAL COLLOCATION																
		Virtual Collocation - Application Cost			AMTFS	EAF		2,633.00	2,633.00					2.07	2.81	0.67
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,749.00	1,749.00					2.07	2.81	0.67
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91									
		Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	6.79									
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.87									

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
													SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
						UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.57	11.62	9.90	10.38	8.66			2.07	2.81	0.67	1.41
						Virtual Collocation - 2-wire Cross Connects (loop)												
						UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67			2.07	2.81	0.67	1.41
						Virtual Collocation - 4-wire Cross Connects (loop)												
						AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34			2.69	2.69	1.56	1.56
						Virtual Collocation - 2-Fiber Cross Connects												
						AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	6.06	50.53	38.78	16.97	14.35			2.69	2.69	1.56	1.56
						Virtual Collocation - 4-Fiber Cross Connects												
						USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.32	32.22	17.76	10.46	8.75			2.07	2.81	0.67	1.41
						Virtual collocation - Special Access & UNE, cross-connect per DS1												
						USL,ULC,AMTFS,U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99			2.07	2.81	0.67	1.41
						Virtual collocation - Special Access & UNE, cross-connect per DS3												
						Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot	AMTFS	VE1CB	0.0031									
						Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft	AMTFS	VE1CD	0.0045									
						Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable	AMTFS	VE1CC		555.03					2.07	2.81	0.67	1.41
						Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable	AMTFS	VE1CE		555.03					2.07	2.81	0.67	1.41
						Virtual Collocation Cable Records - per request	AMTFS	VE1BA		1,711.00								
						Virtual Collocation Cable Records - VG/DS0 Cable, per cable record	AMTFS	VE1BB		925.06								
						Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair	AMTFS	VE1BC		18.05	18.05							
						Virtual Collocation Cable Records - DS1, per T1TIE	AMTFS	VE1BD		8.45	8.45							
						Virtual Collocation Cable Records - DS3, per T3TIE	AMTFS	VE1BE		29.57	29.57							
						Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records	AMTFS	VE1BF		279.42	279.42							
						Virtual collocation - Security Escort - Basic, per half hour	AMTFS	SPTBX		33.15	20.44				2.07	2.81	0.67	1.41
						Virtual collocation - Security Escort - Overtime, per half hour	AMTFS	SPTOX		41.50	25.61				2.07	2.81	0.67	1.41
						Virtual collocation - Security Escort - Premium, per half hour	AMTFS	SPTPX		49.86	30.79				2.07	2.81	0.67	1.41
						Virtual collocation - Maintenance in CO - Basic, per half hour	AMTFS	CTRLX		30.64	30.64				2.07	2.81	0.67	1.41
						Virtual collocation - Maintenance in CO - Overtime, per half hour	AMTFS	SPTOM		35.77	35.77				2.07	2.81	0.67	1.41
						Virtual collocation - Maintenance in CO - Premium per half hour	AMTFS	SPTPM		40.90	40.90				2.07	2.81	0.67	1.41
VIRTUAL COLLOCATION																		
						Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res	UEPSR	VE1R2	0.30	19.20	19.20				20.35	10.54	13.32	1.40

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.30	19.20	19.20					20.35	10.54	13.32	1.40
	Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.50	19.20	19.20					20.35	10.54	13.32	1.40
VIRTUAL COLLOCATION																
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66			19.99	19.99	19.99	19.99
PHYSICAL COLLOCATION																
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	0.0318	11.94	11.46					19.99	19.99	19.99	19.99
AIN SELECTIVE CARRIER ROUTING																
	Regional Service Establishment			SRC	SRCEC		190,638.00						20.35			
	End Office Establishment			SRC	SRCEO		317.55	317.55	3.19	3.19			20.35	20.35	13.28	13.28
	Query NRC, per query			SRC		0.0206047										
AIN - BELL SOUTH AIN SMS ACCESS SERVICE																
	AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		135.56	135.56					20.35	20.35	13.28	13.28
	AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		41.75	41.75					20.35	20.35	13.28	13.28
	AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		41.75	41.75					20.35	20.35	13.28	13.28
	AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		96.63	96.63					20.35	20.35	13.28	13.28
	AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		113.67	113.67					20.35	20.35	13.28	13.28
	AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0024										
	AIN SMS Access Service - Session, Per Minute					0.0820123										
	AIN SMS Access Service - Company Performed Session, Per Minute					2.27										
AIN - BELL SOUTH AIN TOOLKIT SERVICE																
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		132.04	132.04					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		7,915.00	7,915.00					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		31.21	31.21					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		31.21	31.21					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		31.21	31.21					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		85.24	85.24					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		85.24	85.24					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		85.24	85.24					20.35	20.35	13.28	13.28
	AIN Toolkit Service - Query Charge, Per Query					0.0211882										
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0054774										
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					1.50										
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	17.43	33.52	33.52					20.35	20.35	13.28	13.28

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
													SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562											
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54	
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74							
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42									
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42									
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54	
	4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562											
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54	
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74			20.35	21.09	9.80	10.54	
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42									
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54	
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42									
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54	
	4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54	
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54	
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54	
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562											

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.34										
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43			20.35	21.09	9.80	10.54
	DS3 to DS1 Channel System combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77						
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0174										
	Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	21.79	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0174										
	Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	27.30	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																
	High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	9.19										
	High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	373.47	240.23	180.87	106.78	45.24			20.35	21.09	9.80	10.54
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.34										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B						
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						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)									
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN			
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month							UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43		20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNC3X	UNCCC		52.73	24.62	9.12	9.12		20.35	21.09	9.80	10.54
		STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																		
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month							UNCSX	1L5ND	9.19									
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month							UNCSX	UDLS1	394.56	240.23	180.87	106.78	45.24		20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month							UNCSX	1L5XX	2.34									
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month							UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43		20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNCSX	UNCCC		52.73	24.62	9.12	9.12		20.35	21.09	9.80	10.54
		2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																		
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1						1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2						2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3						3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - DS1 combination - Per Mile							UNC1X	1L5XX	0.3562									
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month							UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		20.35	21.09	9.80	10.54
		Channelization - Channel System DS1 to DS0 combination - per month							UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74		20.35	21.09	9.80	10.54
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month							UNCNX	UC1CA	3.24	5.70	4.42				20.35	21.09	9.80	10.54
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1						1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2						2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3						3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86		20.35	21.09	9.80	10.54
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination- per month							UNCNX	UC1CA	3.24	5.70	4.42				20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge							UNC1X	UNCCC		52.73	24.62	9.12	9.12		20.35	21.09	9.80	10.54
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																		
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1						1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88		20.35	21.09	9.80	10.54
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2						2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88		20.35	21.09	9.80	10.54
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3						3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88		20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month							UNCSX	1L5XX	2.34									
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination							UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43		20.35	21.09	9.80	10.54
		STS1 to DS1 Channel System combination per month							UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77		20.35	21.09	9.80	10.54
		DS3 Interface Unit (DS1 COCI) combination per month							UNC1X	UC1D1	17.58	5.70	4.42				20.35	21.09	9.80	10.54
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1						1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88		20.35	21.09	9.80	10.54
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2						2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88		20.35	21.09	9.80	10.54
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3						3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88		20.35	21.09	9.80	10.54
		DS3 Interface Unit (DS1 COCI) combination per month							UNC1X	UC1D1	17.58	5.70	4.42				20.35	21.09	9.80	10.54

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	OSS Rates(\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)															
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	21.19	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)															
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	21.19	79.83	44.08	69.32	31.00			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
ADDITIONAL NETWORK ELEMENTS																	
		When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.															
		When used as ordinarily combined network elements in All States, the non-recurring charges apply and the Switch As Is Charge does not.															
		Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		52.73	24.62	9.12	9.12			20.35	21.09	9.80	10.54
		NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months															
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 1		1	UNCVX	ULDV2	17.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 2		2	UNCVX	ULDV2	22.44	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 3		3	UNCXV	ULDV2	29.34	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 4-Wire Voice Grade Zone 1		1	UNCVX	ULDV4	18.18	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 4-Wire Voice Grade Zone 2		2	UNCVX	ULDV4	23.74	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - 4-Wire Voice Grade Zone 3		3	UNCXV	ULDV4	31.05	108.76	35.47	72.94	10.86			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	36.24	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	47.33	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	61.89	228.40	161.74	79.87	24.88			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	7.15										
		Local Channel - Dedicated - DS3 - Facility Termination			UNC3X	ULDF3	611.30	595.37	304.50	215.82	151.15			20.35	21.09	9.80	10.54
		Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	7.15										
		Local Channel - Dedicated - STS-1 - Facility Termination			UNCSX	ULDFS	599.59	588.07	297.20	215.82	151.15			20.35	21.09	9.80	10.54
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	80.77	141.67	77.11	14.51	13.46			20.35	9.80	11.49	1.18

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
								Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD		1.82	6.07	4.66					20.35	9.80	11.49	1.18	
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA		3.10	6.07	4.66					20.35	9.80	11.49	1.18	
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG		0.91	6.07	4.66					20.35	9.80	11.49	1.18	
		DS3 to DS1 Channel System per month			UXTD3	MQ3		222.98	308.03	108.47	44.47	42.62			20.35	9.80	11.49	1.18	
		STS1 to DS1 Channel System per month			UXTS1	MQ3		222.98	308.03	108.47	44.47	42.62			20.35	21.09	9.80	9.80	
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1		17.58	6.07	4.66					20.35	9.80	11.49	1.18	
		DS3 Interface Unit (DS1 COCI) used with Local Channel per month			ULDD1	UC1D1			6.07	4.66					20.35	9.80	11.49	1.18	
	Sub-Loop Feeder																		
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Statewide		sw	UNC1X	USBFG													
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	UNC1X	USBFG		39.74	116.00	40.62	106.82	18.91							
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	UNC1X	USBFG		51.90	116.00	40.62	106.82	18.91							
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	UNC1X	USBFG		67.86	116.00	40.62	106.82	18.91							
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 4		4	UNC1X	USBFG													
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																			
Exchange Ports																			
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																			
2-WIRE VOICE GRADE LINE PORT RATES (RES)																			
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAQ		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (AC7)			UEPSR	UEPAH		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R)			UEPSR	UEPAK		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER)			UEPSR	UEPAL		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)			UEPSR	UEPAM		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X)			UEPSR	UEPAN		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR)			UEPSR	UEPAO		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Exchange Port - 2-Wire VG Tennessee Residence Dialing Plan without Caller ID			UEPSR	UEPWN		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Exchange Port - 2-Wire VG Tennessee Residence Area Plus without Caller ID			UEPSR	UEPRR		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPSR	UEPRT		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Subsequent Activity			UEPSR	USASC		0.00	0.00	0.00					20.35	10.54	13.32	1.40	
FEATURES																			
		All Available Vertical Features			UEPSR	UEPVF		0.00	0.00	0.00					20.35	10.54	13.32	1.40	
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																			
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAV		1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40	

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect	OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)			UEPSB	UEPAC	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)			UEPSB	UEPAD	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (B2F)			UEPSB	UEPAE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port			UEPSB	UEPB2	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-W VG unbundled TN, Business Line Inward, Collierville & Memphis Local Calling Plan			UEPSB	UEPB3	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Exchange Ports - 2-Wire Voice Tennessee Business Dialing Plan without Caller ID			UEPSB	UEPWO	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability			UEPSB	UEPBE	1.89	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	EXCHANGE PORT RATES (DID & PBX)																
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire TN Outward Calling Plan PBX Trunk - Bus			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPSP	UEPXN	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Unbundled Exchange Ports, PBX Trunk Combination, Collierville and Memphis Local Calling Plan			UEPSP	UEPA6	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Unbundled Exchange Ports, PBX Trunk Combination, first trunk, Collierville and Memphis Local Calling Plan			UEPSP	UEPA7	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPSP	UEPXU	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPSP	UEPXV	1.79	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40
		Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	FEATURES																
		All Available Vertical Features			UEPSP UEPSE	UEPVF	0.00	0.00	0.00					20.35	10.54	13.32	1.40
	EXCHANGE PORT RATES (COIN)																
		Exchange Ports - Coin Port					2.11	9.93	9.19	3.66	2.92			20.35	10.54	13.32	1.40

UNBUNDLED NETWORK ELEMENTS - Tennessee														Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																				
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																				
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																				
EXCHANGE PORT RATES																				
	Exchange Ports - 2-Wire DID Port				UEPEX	UEPP2	8.97	47.75	47.01	9.21	8.47				20.35	10.54	13.32	1.40		
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability				UEPDD	UEPDD	35.74	75.93	38.15	8.77	8.04				20.35	10.54	13.32	1.40		
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)				UEPTX UEPSX	U1PMA	16.26	30.23	29.49	4.10	4.10				20.35	10.54	13.32	1.40		
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																				
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																				
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles				UEPTX UEPSX	U1UMA	0.00	0.00	0.00											
	Exchange Ports - 4-Wire ISDN DS1 Port				UEPEX	UEPEX	75.04	148.66	147.18	38.46	36.98				20.35	10.54	13.32	1.40		
UNBUNDLED PORT with REMOTE CALL FORWARDING CAPABILITY																				
UNBUNDLED REMOTE CALL FORWARDING SERVICE - RESIDENCE																				
	Unbundled Remote Call Forwarding Service, Area Calling, Res				UEPVR	UERAC	1.89	9.93	9.19	3.66	2.92				20.35	10.54	13.32	1.40		
	Unbundled Remote Call Forwarding Service, Local Calling - Res				UEPVR	UERLC	1.89	9.93	9.19	3.66	2.92				20.35	10.54	13.32	1.40		
	Unbundled Remote Call Forwarding Service, InterLATA - Res				UEPVR	UERTE	1.89	9.93	9.19	3.66	2.92				20.35	10.54	13.32	1.40		
	Unbundled Remote Call Forwarding Service, IntraLATA - Res				UEPVR	UERTR	1.89	9.93	9.19	3.66	2.92				20.35	10.54	13.32	1.40		
Non-Recurring																				
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is				UEPVR	USAC2		1.03	0.29						20.35	10.54	13.32	1.40		
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)				UEPVR	USACC		1.03	0.29											
UNBUNDLED REMOTE CALL FORWARDING - Bus																				
	Unbundled Remote Call Forwarding Service, Area Calling - Bus				UEPVB	UERAC	1.89	9.93	9.19	3.66	2.92				20.35	10.54	13.32	1.40		
	Unbundled Remote Call Forwarding Service, Local Calling - Bus				UEPVB	UERLC	1.89	9.93	9.19	3.66	2.92				20.35	10.54	13.32	1.40		
	Unbundled Remote Call Forwarding Service, InterLATA - Bus				UEPVB	UERTE	1.89	9.93	9.19	3.66	2.92				20.35	10.54	13.32	1.40		
	Unbundled Remote Call Forwarding Service, IntraLATA - Bus				UEPVB	UERTR	1.89	9.93	9.19	3.66	2.92				20.35	10.54	13.32	1.40		
	Unbundled Remote Call Forwarding Service Expanded and Exception Local Calling				UEPVB	UEVJ	1.89	9.93	9.19	3.66	2.92				20.35	10.54	13.32	1.40		
Non-Recurring																				
	Unbundled Remote Call Forwarding Service - Conversion - Switch-as-is				UEPVB	USAC2		1.03	0.29						20.35	10.54	13.32	1.40		
	Unbundled Remote Call Forwarding Service - Conversion with allowed change (PIC and LPIC)				UEPVB	USACC		1.03	0.29											
UNBUNDLED LOCAL SWITCHING, PORT USAGE																				
End Office Switching (Port Usage)																				
	End Office Switching Function, Per MOU									0.0008041										
Tandem Switching (Port Usage) (Local or Access Tandem)																				
	Tandem Switching Function Per MOU									0.0009778										
Common Transport																				
	Common Transport - Per Mile, Per MOU									0.0000064										
	Common Transport - Facilities Termination Per MOU									0.0003871										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																				
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																				
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																				
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																				
The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																				
UNE Port/Loop Combination Rates																				
	2-Wire VG Loop/Port Combo - Zone 1			1						14.18										
	2-Wire VG Loop/Port Combo - Zone 2			2						18.01										
	2-Wire VG Loop/Port Combo - Zone 3			3						23.02										
UNE Loop Rates																				
	2-Wire Voice Grade Loop (SL1) - Zone 1			1	UEPRX	UEPLX				12.48										
	2-Wire Voice Grade Loop (SL1) - Zone 2			2	UEPRX	UEPLX				16.31										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32									
		2-Wire Voice Grade Line Port Rates (Res)														
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)			UEPRX	UEPAH	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire Voice Unbundled Tennessee Residence Dialing Plan without Caller ID			UEPRX	UEPWN	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice unbundled Tennessee Area Plus Port without Caller ID Capability			UEPRX	UEPRR	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability			UEPRX	UEPRT	1.70	22.14	15.25	8.45	3.91		15.69			
		FEATURES														
		All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				15.69			
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPRX	LNPCX	0.35									
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		1.03	0.29				15.69			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		1.03	0.29				15.69			
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76					15.69			
		ADDITIONAL NRCs														
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				15.69			
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/Port Combo - Zone 1		1			14.18									
		2-Wire VG Loop/Port Combo - Zone 2		2			18.01									
		2-Wire VG Loop/Port Combo - Zone 3		3			23.02									
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48									
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31									
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32									
		2-Wire Voice Grade Line Port (Bus)														
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.70	22.14	15.25	8.45	3.91		15.69			
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	1.70	22.14	15.25	8.45	3.91		15.69			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						</														

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOME C	SOMAN	OSS Rates(\$)		
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	12.48							SOMAN		
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	16.31									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	21.32									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.70	22.14	15.25	8.45	3.91		15.69			
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.70	22.14	15.25	8.45	3.91		15.69			
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.70	22.14	15.25	8.45	3.91		15.69			
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.70	22.14	15.25	8.45	3.91		15.69			
	2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	1.70	22.14	15.25	8.45	3.91		15.69			
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	1.70	22.14	15.25	8.45	3.91		15.69			
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.70	22.14	15.25	8.45	3.91		15.69			
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.70	22.14	15.25	8.45	3.91		15.69			
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.70	22.14	15.25	8.45	3.91		15.69			
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.70	22.14	15.25	8.45	3.91		15.69			
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.70	22.14	15.25	8.45	3.91		15.69			
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.70	22.14	15.25	8.45	3.91		15.69			
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.70	22.14	15.25	8.45	3.91		15.69			
	2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPPX	UEPXN	1.70	22.14	15.25	8.45	3.91		15.69			
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.70	22.14	15.25	8.45	3.91		15.69			
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.70	22.14	15.25	8.45	3.91		15.69			
	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	1.70	22.14	15.25	8.45	3.91		15.69			
	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPPX	UEPXV	1.70	22.14	15.25	8.45	3.91		15.69			
	Tennessee PBX 2-Way Combo Each Additional Trunk Collierville and Memphis Local Calling Plan			UEPPX	UEPA6	1.70	22.14	15.25	8.45	3.91		15.69			
	Tennessee PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan			UEPPX	UEPA7	1.70	22.14	15.25	8.45	3.91		15.69			
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				15.69			
	FEATURES														
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				15.69			
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		1.03	0.29				15.69			
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		1.03	0.29				15.69			
	2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76					15.69			
	ADDITIONAL NRCs														
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				15.69			
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				15.69			
	UNE Port/Loop Combination Rates														
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			14.18									
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			18.01									
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			23.02									
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31									

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect		OSS Rates(\$)					
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32					SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire	Voice Grade Line Ports (COIN)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	1.70	22.14	15.25	8.45	3.91		15.69				
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.88						15.69				
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.88						15.69				
		ADDITIONAL UNE COIN PORT/LOOP (RC)															
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.45	0.00	0.00				15.69				
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		1.03	0.29				15.69				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		1.03	0.29				15.69				
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2	0.00	0.00	0.00				15.69				
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			18.45										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			23.52										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			30.17										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	16.56										
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	21.63										
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	28.28										
		2-Wire Voice Grade Line Port Rates (Res)															
		2-Wire voice unbundled port - residence			UEPFR	UEPRL	1.89	84.99	57.39	32.36	20.56		15.69				
		2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	1.89	84.99	57.39	32.36	20.56		15.69				
		2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	1.89	84.99	57.39	32.36	20.56		15.69				
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPFR	UEPAQ	1.89	84.99	57.39	32.36	20.56		15.69				
		2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)			UEPFR	UEPAH	1.89	84.99	57.39	32.36	20.56		15.69				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPFR	UEPAK	1.89	84.99	57.39	32.36	20.56		15.69				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPFR	UEPAL	1.89	84.99	57.39	32.36	20.56		15.69				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPFR	UEPAM	1.89	84.99	57.39	32.36	20.56		15.69				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPFR	UEPAN	1.89	84.99	57.39	32.36	20.56		15.69				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPFR	UEPAO	1.89	84.99	57.39	32.36	20.56		15.69				
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	1.89	84.99	57.39	32.36	20.56		15.69				
		2-Wire Voice Unbundled Tennessee Residence Dialing Plan without Caller ID			UEPFR	UEPWN	1.89	84.99	57.39	32.36	20.56		15.69				
		INTEROFFICE TRANSPORT															

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	18.58	55.39	17.37	27.96	3.51						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.0174										
		FEATURES															
		All Features Offered			UEPFR	UEPVF	0.00	0.00	0.00			15.69					
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPFR	LNPCX	0.35										
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		16.94	3.72			15.69					
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		16.94	3.72			15.69					
		2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			18.45										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			23.52										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			30.17										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	16.56										
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	21.63										
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	28.28										
		2-Wire Voice Grade Line Port (Bus)															
		2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	1.89	84.99	57.39	32.36	20.56	15.69					
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	1.89	84.99	57.39	32.36	20.56	15.69					
		2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	1.89	84.99	57.39	32.36	20.56	15.69					
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPFB	UEPAV	1.89	84.99	57.39	32.36	20.56	15.69					
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	1.89	84.99	57.39	32.36	20.56	15.69					
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPFB	UEPAC	1.89	84.99	57.39	32.36	20.56	15.69					
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPFB	UEPAD	1.89	84.99	57.39	32.36	20.56	15.69					
		2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPFB	UEPAE	1.89	84.99	57.39	32.36	20.56	15.69					
		2-Wire Voice Unbundled Tennessee Business Dialing Plan without Caller ID			UEPFB	UEPWO	1.89	84.99	57.39	32.36	20.56	15.69					
		Tennessee Inward Collierville and Memphis Local Calling Plan (BUS)			UEPFB	UEPB2	1.89	84.99	57.39	32.36	20.56	15.69					
		Tennessee 2-Way Collierville and Memphis Local Calling Plan (BUS)			UEPFB	UEPB3	1.89	84.99	57.39	32.36	20.56	15.69					
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPFB	LNPCX	0.35										
		INTEROFFICE TRANSPORT															
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	18.58	55.39	17.37	27.96	3.51						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0174										
		FEATURES															
		All Features Offered			UEPFB	UEPVF	0.00	0.00	0.00			15.69					
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		16.94	3.72			15.69					
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		16.94	3.72			15.69					
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			18.45										
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			23.52										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)				
		2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			30.17					SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		UNE Loop Rates														
		2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	16.56									
		2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	21.63									
		2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	28.28									
		2-Wire Voice Grade Line Port Rates (BUS - PBX)														
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	1.79	106.40	63.08	42.67	18.54		15.69			
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	1.79	106.40	63.08	42.67	18.54		15.69			
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	1.79	106.40	63.08	42.67	18.54		15.69			
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	1.79	106.40	63.08	42.67	18.54		15.69			
		2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPFP	UEPT2	1.79	106.40	63.08	42.67	18.54		15.69			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPFP	UEPTO	1.79	106.40	63.08	42.67	18.54		15.69			
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPFP	UEPXA	1.79	106.40	63.08	42.67	18.54		15.69			
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPFP	UEPXB	1.79	106.40	63.08	42.67	18.54		15.69			
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPFP	UEPXC	1.79	106.40	63.08	42.67	18.54		15.69			
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPFP	UEPXD	1.79	106.40	63.08	42.67	18.54		15.69			
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPFP	UEPXE	1.79	106.40	63.08	42.67	18.54		15.69			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPFP	UEPXL	1.79	106.40	63.08	42.67	18.54		15.69			
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPFP	UEPXM	1.79	106.40	63.08	42.67	18.54		15.69			
		2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPFP	UEPXN	1.79	106.40	63.08	42.67	18.54		15.69			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPFP	UEPXO	1.79	106.40	63.08	42.67	18.54		15.69			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPFP	UEPXS	1.79	106.40	63.08	42.67	18.54		15.69			
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPFP	UEPXU	1.79	106.40	63.08	42.67	18.54		15.69			
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPFP	UEPXV	1.79	106.40	63.08	42.67	18.54		15.69			
		LOCAL NUMBER PORTABILITY														
		Local Number Portability (1 per port)			UEPFP	LNPCP	3.15	0.00	0.00				15.69			
		INTEROFFICE TRANSPORT														
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFP	U1TV2	18.58	55.39	17.37	27.96	3.51					
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFP	1L5XX	0.0174									
		FEATURES														
		All Features Offered			UEPFP	UEPVF	0.00	0.00	0.00				15.69			
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFP	USAC2		16.94	3.72				15.69			
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFP	USACC		16.94	3.72				15.69			
		UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES														
		2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT														
		UNE Port/Loop Combination Rates														
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			18.38									
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			19.87									
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			24.78									
		UNE Loop Rates														
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	9.60									
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	11.09									
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	16.00									
		UNE Port Rate														

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	8.78	45.44	29.94	8.45	3.91			30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		8.76	5.75					30.89	7.03		
	2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		8.76	5.75					30.89	7.03		
	Telephone Number/Trunk Group Establishment Charges															
	DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
	UNE Port/Loop Combination Rates															
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	32.27										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	34.78										
	2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	44.32										
	UNE Loop Rates															
	2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	16.20									
	2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	18.71									
	2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	28.25									
	UNE Port Rate															
	Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	16.07	141.75	118.37	49.20	43.26		19.99	19.99		
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	0.00	117.23	117.23				19.99	19.99		
	ADDITIONAL NRCS															
	2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy Non Feature/Add Trunk			UEPPB	UEPPR	USASB		212.88					19.99	19.99		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00							
	B-CHANNEL USER PROFILE ACCESS:															
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00							
	CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00							
	CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00							
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
	CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCD	0.00	0.00	0.00							
	CVS (EWSD)			UEPPB	UEPPR	U1UCE	0.00	0.00	0.00							
	CSD			UEPPB	UEPPR	U1UCF	0.00	0.00	0.00							
	USER TERMINAL PROFILE															
	User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00							
	VERTICAL FEATURES															
	All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	0.00	0.00	0.00							
	Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	17.91	53.99	17.37				19.99	19.99		
	Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.173	0.00	0.00							
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		132.58										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		150.25										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		173.44										
		UNE Loop Rates															
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	57.73										
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	75.40										
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	98.59										
		UNE Port Rate															
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	74.85	415.53	366.90	89.28	77.43			19.99	19.99		
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	328.53	328.53					19.99	19.99		
		ADDITIONAL NRCs															
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqtl Actvy-Inward/two way Tel Nos. (except NC)			UEPPP	PR7TF		0.94						19.99	19.99		
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.36	22.36					19.99	19.99		
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Numbers			UEPPP	PR7ZT		44.71	44.70					19.99	19.99		
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
		INTERFACE (Provsioning Only)															
		Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
		Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
		Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
		New or Additional "B" Channel															
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	28.39						19.99	19.99		
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.11						19.99	19.99		
		New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.39						19.99	19.99		
		CALL TYPES															
		Inward			UEPPP	PR7C1	0.00	0.00	0.00								
		Outward			UEPPP	PR7C0	0.00	0.00	0.00								
		Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
		Interoffice Channel Mileage															
		Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55				19.99	19.99		
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3525										
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		93.28							19.99	19.99		
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		110.95							19.99	19.99		
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		134.14							19.99	19.99		
		UNE Loop Rates															
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	57.53										
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	75.40										
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	98.59										
		UNE Port Rate															
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	35.55	342.80	257.87	61.41	48.49			19.99	19.99		
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		312.91	312.91					19.99	19.99		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		312.91	312.91					19.99	19.99		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		312.91	312.91					19.99	19.99		
		ADDITIONAL NRCs															
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		94.88	94.88								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		108.67	108.67					19.99	19.99		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First							Add'l	
											OSS Rates(\$)						
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	303.61	15.74					19.99	19.99			
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) in all states, except in Density Zone 1 of Top 8 MSA's																	
	1 DS1/D4 Channel Bank - Additionally Add NRC for each Port and Assoc Fea Activation			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41			19.99				
Bipolar 8 Zero Substitution																	
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	590.00									
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	590.00									
Alternate Mark Inversion (AMI)																	
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00									
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00									
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port Exchange Ports																	
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.70	0.00	0.00	0.00	0.00			30.89	7.03			
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.97	0.00	0.00	0.00	0.00			30.89	7.03			
Feature Activations - Unbundled Loop Concentration																	
	Feature (Service) Activation for each Line Port Terminated in D4 Bank (includes Q.1.4, P50.1, P.50.498)			UEPPX	1PQWM	2.02	23.94	12.64	3.82	3.80			30.89	7.03			
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank (includes Q.1.4, P50.1, P.50.498)			UEPPX	1PQWU	2.02	73.67	17.37	54.09	10.57			30.89	7.03			
Telephone Number/ Group Establishment Charges for DID Service																	
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00									
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00									
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00									
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00									
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00									
Local Number Portability																	
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00									
FEATURES - Vertical and Optional																	
Local Switching Features Offered with Line Side Ports Only																	
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00									
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																	
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																	
This includes:																	
Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.																	
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																	
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																	
The Market Rate for unbundled ports includes all available features in all states.																	
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																	
For Not Currently Combined scenarios the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																	
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																	
UNE Port/Loop Combination Rates																	
	2-Wire VG Loop/Port Combo - Zone 1		1			26.48											
	2-Wire VG Loop/Port Combo - Zone 2		2			30.31											
	2-Wire VG Loop/Port Combo - Zone 3		3			35.32											
UNE Loop Rates																	
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48											
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31											
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32											

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring	Add'l	Nonrecurring	Disconnect	OSS Rates(\$)					
									First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
	2-Wire Voice Grade Line Port (Res)																	
		2-Wire voice unbundled port - residence					UEPRX	UEPRL	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundled port with Caller ID - res					UEPRX	UEPRC	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundled port outgoing only - res					UEPRX	UEPRO	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res					UEPRX	UEPAQ	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)					UEPRX	UEPAK	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)					UEPRX	UEPAL	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)					UEPRX	UEPAM	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)					UEPRX	UEPAN	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)					UEPRX	UEPAO	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)					UEPRX	UEPAP	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundled Low Usage Line Port without Caller ID Capability					UEPRX	UEPRT	14.00	90.00	90.00				30.89	7.03		
		2-Wire Voice Unbundled Tennessee Residence Dialing Plan without Caller ID					UEPRX	UEPWN	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundled Tennessee Area Plus Port without Caller ID Capability					UEPRX	UEPRR	14.00	90.00	90.00				30.89	7.03		
	LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)					UEPRX	LNPCX	0.35									
	FEATURES																	
		All Features Offered					UEPRX	UEPVF	0.00	0.00	0.00				30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is					UEPRX	USAC2		41.50	41.50				30.89	7.03		
		2-Wire Voice Grade Loop / Line Port Combination - Switch with change					UEPRX	USACC		41.50	41.50				30.89	7.03		
	ADDITIONAL NRCs																	
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent					UEPRX	USAS2	0.00	0.00	0.00				30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																	
	UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1				1			26.48									
		2-Wire VG Loop/Port Combo - Zone 2				2			30.31									
		2-Wire VG Loop/Port Combo - Zone 3				3			35.32									
	UNE Loop Rates																	
		2-Wire Voice Grade Loop (SL1) - Zone 1				1	UEPBX	UEPLX	12.48									
		2-Wire Voice Grade Loop (SL1) - Zone 2				2	UEPBX	UEPLX	16.31									
		2-Wire Voice Grade Loop (SL1) - Zone 3				3	UEPBX	UEPLX	21.32									
	2-Wire Voice Grade Line Port (Bus)																	
		2-Wire voice unbundled port without Caller ID - bus					UEPBX	UEPBL	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundled port with Caller + E484 ID - bus					UEPBX	UEPBC	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundled port outgoing only - bus					UEPBX	UEPBO	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus					UEPBX	UEPAV	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)					UEPBX	UEPAC	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)					UEPBX	UEPAD	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)					UEPBX	UEPAE	14.00	90.00	90.00				30.89	7.03		
		2-Wire voice unbundled Incoming Only Port without Caller ID Capability					UEPBX	UEPBE	14.00	90.00	90.00				30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B					
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)						
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		2-Wire Voice Unbundled Tennessee Business Dialing Plan without Caller ID			UEPBX	UEPWO	14.00	90.00	90.00					30.89	7.03			
		LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35											
		FEATURES																
		All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00					30.89	7.03			
		NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50					30.89	7.03			
		2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50					30.89	7.03			
		ADDITIONAL NRCs																
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2	0.00	0.00	0.00					30.89	7.03			
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)																
		UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			26.48											
		2-Wire VG Loop/Port Combo - Zone 2		2			30.31											
		2-Wire VG Loop/Port Combo - Zone 3		3			35.32											
		UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	12.48											
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	16.31											
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	21.32											
		2-Wire Voice Grade Line Port Rates (RES - PBX)																
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00					30.89	7.03			
		LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00									
		FEATURES																
		All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00					30.89	7.03			
		NONRECURRING CHARGES - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50					30.89	7.03			
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50					30.89	7.03			
		ADDITIONAL NRCs																
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00					30.89	7.03			
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64					30.89	7.03			
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
		UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			26.48											
		2-Wire VG Loop/Port Combo - Zone 2		2			30.31											
		2-Wire VG Loop/Port Combo - Zone 3		3			35.32											
		UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	12.48											
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	16.31											
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	21.32											
		2-Wire Voice Grade Line Port Rates (BUS - PBX)																
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00					30.89	7.03			
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00					30.89	7.03			
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00					30.89	7.03			
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00					30.89	7.03			
		2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	14.00	90.00	90.00					30.89	7.03			
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	14.00	90.00	90.00					30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring	Add'l	Nonrecurring Disconnect	OSS Rates(\$)					
							First		First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00				30.89	7.03		
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00				30.89	7.03		
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00				30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00				30.89	7.03		
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00				30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00				30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00				30.89	7.03		
	2-Wire Voice Unbundled 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN			UEPPX	UEPXN	14.00	90.00	90.00				30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00				30.89	7.03		
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00				30.89	7.03		
	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	14.00	90.00	90.00				30.89	7.03		
	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPPX	UEPXV	14.00	90.00	90.00				30.89	7.03		
	Tennessee PBX 2-Way Combo Each Additional Trunk Collierville and Memphis Local Calling Plan			UEPPX	UEPA6	14.00	90.00	90.00				30.89	7.03		
	Tennessee PBX 2-Way Combo First Trunk Collierville and Memphis Local Calling Plan			UEPPX	UEPA7	14.00	90.00	90.00				30.89	7.03		
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00							
	FEATURES														
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50				30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50				30.89	7.03		
	ADDITIONAL NRCs														
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2	0.00	0.00	0.00				30.89	7.03		
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				30.89	7.03		
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				30.89	7.03		
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT														
	UNE Port/Loop Combination Rates														
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			26.48									
	2-Wire VG Coin Port/Loop Combo – Zone 2		2			30.31									
	2-Wire VG Coin Port/Loop Combo – Zone 3		3			35.32									
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48									
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31									
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32									
	2-Wire Voice Grade Line Port Rates (Coin)														
	2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	14.00	90.00	90.00				30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	14.00	90.00	90.00				30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	14.00	90.00	90.00				30.89	7.03		
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	14.00	90.00	90.00				30.89	7.03		
	2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	14.00	90.00	90.00				30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	14.00	90.00	90.00					30.89	7.03		
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41.50	41.50					30.89	7.03		
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50					30.89	7.03		
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2	0.00	0.00	0.00					30.89	7.03		
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			30.56										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			35.63										
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			42.28										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFR	UECF2	16.56										
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFR	UECF2	21.63										
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFR	UECF2	28.28										
	2-Wire Voice Grade Line Port Rates (Res)															
	2-Wire voice unbundled port - residence			UEPFR	UEPRL	14.00	115.00	75.00	40.00	30.00		15.69				
	2-Wire voice unbundled port with Caller ID - res			UEPFR	UEPRC	14.00	115.00	75.00	40.00	30.00		15.69				
	2-Wire voice unbundled port outgoing only - res			UEPFR	UEPRO	14.00	115.00	75.00	40.00	30.00		15.69				
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPFR	UEPAQ	14.00	115.00	75.00	40.00	30.00		15.69				
	2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)			UEPFR	UEPAH	14.00	115.00	75.00	40.00	30.00		15.69				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPFR	UEPAK	14.00	115.00	75.00	40.00	30.00		15.69				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPFR	UEPAL	14.00	115.00	75.00	40.00	30.00		15.69				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPFR	UEPAM	14.00	115.00	75.00	40.00	30.00		15.69				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPFR	UEPAN	14.00	115.00	75.00	40.00	30.00		15.69				
	2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPFR	UEPAO	14.00	115.00	75.00	40.00	30.00		15.69				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPFR	UEPAP	14.00	115.00	75.00	40.00	30.00		15.69				
	2-Wire Voice Unbundled Tennessee Residence Dialing Plan without Caller ID			UEPFR	UEPWN	14.00	115.00	75.00	40.00	30.00		15.69				
	INTEROFFICE TRANSPORT															
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFR	U1TV2	18.58	55.39	17.37	27.96	3.51						
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFR	1L5XX	0.0174										
	FEATURES															
	All Features Offered			UEPFR	UEPVF	0.00	0.00	0.00				15.69				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPFR	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFR	USAC2		16.94	3.72				15.69				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-With-Change			UEPFR	USACC		16.94	3.72				15.69				
	2-WIRE VOICE LOOP/ 2WIRE VOICE GRADE IO TRANSPORT/ 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
												OSS Rates(\$)			
										SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
			1			30.56									
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			35.63									
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			42.28									
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFB	UECF2	16.56									
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFB	UECF2	21.63									
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFB	UECF2	28.28									
	2-Wire Voice Grade Line Port (Bus)														
	2-Wire voice unbundled port without Caller ID - bus			UEPFB	UEPBL	14.00	115.00	75.00	40.00	30.00		15.69			
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPFB	UEPBC	14.00	115.00	75.00	40.00	30.00		15.69			
	2-Wire voice unbundled port outgoing only - bus			UEPFB	UEPBO	14.00	115.00	75.00	40.00	30.00		15.69			
	2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPFB	UEPAV	14.00	115.00	75.00	40.00	30.00		15.69			
	2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPFB	UEPB1	14.00	115.00	75.00	40.00	30.00		15.69			
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPFB	UEPAC	14.00	115.00	75.00	40.00	30.00		15.69			
	2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPFB	UEPAD	14.00	115.00	75.00	40.00	30.00		15.69			
	2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPFB	UEPAE	14.00	115.00	75.00	40.00	30.00		15.69			
	2-Wire Voice Unbundled Tennessee Business Dialing Plan without Caller ID			UEPFB	UEPWO	14.00	115.00	75.00	40.00	30.00		15.69			
	Tennessee Inward Collierville and Memphis Local Calling Plan (BUS)			UEPFB	UEPB2	14.00	115.00	75.00	40.00	30.00		15.69			
	Tennessee 2-Way Collierville and Memphis Local Calling Plan (BUS)			UEPFB	UEPB3	14.00	115.00	75.00	40.00	30.00		15.69			
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)			UEPFB	LNPCX	0.35									
	INTEROFFICE TRANSPORT														
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination			UEPFB	U1TV2	18.58	55.39	17.37	27.96	3.51					
	Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile			UEPFB	1L5XX	0.0174									
	FEATURES														
	All Features Offered			UEPFB	UEPVF	0.00	0.00	0.00			15.69				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED														
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is			UEPFB	USAC2		16.94	3.72			15.69				
	2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change			UEPFB	USACC		16.94	3.72			15.69				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)														
	UNE Port/Loop Combination Rates														
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 1		1			30.56									
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 2		2			35.63									
	2-Wire VG Loop/IO Tranport/Port Combo - Zone 3		3			42.28									
	UNE Loop Rates														
	2-Wire Voice Grade Loop (SL2) - Zone 1		1	UEPFP	UECF2	16.56									
	2-Wire Voice Grade Loop (SL2) - Zone 2		2	UEPFP	UECF2	21.63									
	2-Wire Voice Grade Loop (SL2) - Zone 3		3	UEPFP	UECF2	28.28									
	2-Wire Voice Grade Line Port Rates (BUS - PBX)														
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPFP	UEPPC	14.00	106.40	63.08	42.67	18.54	15.69				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPFP	UEPPO	14.00	106.40	63.08	42.67	18.54	15.69				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPFP	UEPP1	14.00	106.40	63.08	42.67	18.54	15.69				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPFP	UEPLD	14.00	106.40	63.08	42.67	18.54	15.69				
	2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPFP	UEPT2	14.00	106.40	63.08	42.67	18.54	15.69				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPFP	UEPTO	14.00	106.40	63.08	42.67	18.54	15.69				

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEc	SOMAN	OSS Rates(\$)				
																	SOMAN	SOMAN	SOMAN	SOMAN	
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port							UEPFP	UEPXA	14.00	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports							UEPFP	UEPXB	14.00	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled PBX LD DDD Terminals Port							UEPFP	UEPXC	14.00	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port							UEPFP	UEPXD	14.00	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port							UEPFP	UEPXE	14.00	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port							UEPFP	UEPXL	14.00	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port							UEPFP	UEPXM	14.00	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port							UEPFP	UEPXN	14.00	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port							UEPFP	UEPXO	14.00	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port							UEPFP	UEPXS	14.00	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port							UEPFP	UEPXU	14.00	106.40	63.08	42.67	18.54		15.69				
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Callling Port							UEPFP	UEPXV	14.00	106.40	63.08	42.67	18.54		15.69				
	LOCAL NUMBER PORTABILITY																				
	Local Number Portability (1 per port)							UEPFP	LNPCP	3.15	0.00	0.00					15.69				
	INTEROFFICE TRANSPORT																				
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Facility Termination							UEPFP	U1TV2	18.58	55.39	17.37	27.96	3.51						
		Interoffice Transport - Dedicated - 2 Wire Voice Grade - Per Mile or Fraction Mile							UEPFP	1L5XX	0.0174										
	FEATURES																				
	All Features Offered							UEPFP	UEPVF	0.00	0.00	0.00					15.69				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																				
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch-as-is							UEPFP	USAC2		16.94	3.72				15.69				
		2-Wire Loop / Dedicated IO Transport / 2 Wire Line Port Combination - Conversion - Switch with change							UEPFP	USACC		16.94	3.72				15.69				
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																					
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																				
	UNE Port/Loop Combination Rates																				
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1						1			49.60										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2						2			51.09										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3						3			56.00										
	UNE Loop Rates																				
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1						1	UEPPX	UECD1	9.60										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2						2	UEPPX	UECD1	11.09										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3						3	UEPPX	UECD1	16.00										
		Exchange Ports - 2-Wire DID Port							UEPPX	UEPD1	40.00	600.00	45.00	8.45	3.91			30.89	7.03		
	NONRECURRING CHARGES - CURRENTLY COMBINED																				
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-As-Is Top 8 MSAs only							UEPPX	USAC1		100.00	42.50					30.89	7.03		
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes Top 8 MSAs only							UEPPX	USA1C		100.00	42.50					30.89	7.03		
	Telephone Number/Trunk Group Establishment Charges																				
		DID Trunk Termination (One Per Port)							UEPPX	NDT	0.00	0.00	0.00								
		Additional DID Numbers for each Group of 20 DID Numbers							UEPPX	ND4	0.00	0.00	0.00								
		DID Numbers, Non- consecutive DID Numbers , Per Number							UEPPX	ND5	0.00	0.00	0.00								
		Reserve Non-Consecutive DID numbers							UEPPX	ND6	0.00	0.00	0.00								
		Reserve DID Numbers							UEPPX	NDV	0.00	0.00	0.00								
	LOCAL NUMBER PORTABILITY																				
	Local Number Portability (1 per port)							UEPPX	LNPCP	3.15	0.00	0.00									
	2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																				
	UNE Port/Loop Combination Rates																				

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR		32.27								
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR		34.78								
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR		44.32								
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	16.20								
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	18.71								
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	28.25								
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	80.00	525.00	400.00	75.00	70.00		30.89	7.03	
	NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion - Top 8 MSAs only			UEPPB	UEPPR	USACB	0.00	225.00	225.00				30.89	7.03	
	ADDITIONAL NRCs															
		2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy Non Feature/Add Trunk			UEPPB	UEPPR	USASB		212.88					30.89	7.03	
	LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00						
	B-CHANNEL USER PROFILE ACCESS:															
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00						
		CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00						
		CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00						
	B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCD	0.00	0.00	0.00						
		CVS (EWSD)			UEPPB	UEPPR	U1UCE	0.00	0.00	0.00						
		CSD			UEPPB	UEPPR	U1UCF	0.00	0.00	0.00						
	USER TERMINAL PROFILE															
		User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00						
	VERTICAL FEATURES															
		All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	0.00	0.00	0.00						
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	17.91	53.99	17.37						
		Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.173	0.00	0.00						
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP			982.73								
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP			1,000.40								
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP			1,023.59								
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP		USL4P	57.73								
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP		USL4P	75.40								
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP		USL4P	98.59								
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP		UEPPP	925.00	950.00	950.00	130.00	100.00		30.89	7.03	
	NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only			UEPPP		USACP	0.00	925.00	925.00				30.89	7.03	
	ADDITIONAL NRCs															
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqst Actvy-Inward/two way Telephone Numbers (except NC)			UEPPP		PR7TF		0.94							
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP		PR7TO		22.36	22.36						
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Telephone Numbers			UEPPP		PR7ZT		44.71	44.70						
	LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPP		LNPCN	1.75								
	INTERFACE (Provsioning Only)															

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	OSS Rates(\$)		SOMAN	SOMAN
		Voice/Data			UEPPP	PR71V				0.00	0.00	0.00								
		Digital Data			UEPPP	PR71D				0.00	0.00	0.00								
		Inward Data			UEPPP	PR71E				0.00	0.00	0.00								
		New or Additional "B" Channel																		
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV				0.00	28.39									
		New or Additional - Digital Data B Channel			UEPPP	PR7BF				0.00	29.11									
		New or Additional Inward Data B Channel			UEPPP	PR7BD				0.00	29.39									
		CALL TYPES																		
		Inward			UEPPP	PR7C1				0.00	0.00	0.00								
		Outward			UEPPP	PR7C0				0.00	0.00	0.00								
		Two-way			UEPPP	PR7CC				0.00	0.00	0.00								
		Interoffice Channel Mileage																		
		Fixed Each Including First Mile			UEPPP	1LN1A				76.1825	145.98	109.85	19.55							
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B				0.3525										
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT																		
		UNE Port/Loop Combination Rates																		
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC					93.28										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC					110.95										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC					134.14										
		UNE Loop Rates																		
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC				57.53										
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC				75.40										
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC				98.59										
		UNE Port Rate																		
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T				750.00	982.57	450.10	196.09	19.23			30.89	7.03		
		NONRECURRING CHARGES - CURRENTLY COMBINED																		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4					312.91	312.91					30.89	7.03		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA					312.91	312.91					30.89	7.03		
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB					312.91	312.91					30.89	7.03		
		ADDITIONAL NRCs																		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4					94.88	94.88								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA					108.67	108.67					30.89	7.03		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB					108.67	108.67					30.89	7.03		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC					108.67	108.67					30.89	7.03		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD					108.67	108.67					30.89	7.03		
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE					108.67	108.67					30.89	7.03		
		BIPOLAR 8 ZERO SUBSTITUTION																		
		B8ZS -Superframe Format			UEPDC	CCOSF					0.00	590.00								
		B8ZS - Extended Superframe Format			UEPDC	CCOEF					0.00	590.00								
		Alternate Mark Inversion																		
		AMI -Superframe Format			UEPDC	MCOSF					0.00	0.00								
		AMI - Extended SuperFrame Format			UEPDC	MCOPO					0.00	0.00								
		Telephone Number/Trunk Group Establishment Charges																		
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX				0.00										
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY				0.00										
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ				0.00										
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ				0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B								
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l						
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00															
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00															
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00													
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00													
	Dedicated DS1 (Interoffice Channel Mileage) -																				
	FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																				
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	75.83	145.98	109.85	19.66	14.99											
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3525	0.00	0.00													
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00													
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3525	0.00	0.00													
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00													
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3525	0.00	0.00													
	Local Number Portability, per DSO Activated			UEPDC	LNPCP	3.15	0.00	0.00													
	Central Office Terminating Point			UEPDC	CTG	0.00															
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																				
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																				
	A system can have various rate combinations based on type and number of ports used																				
	UNE DS1 Loop																				
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	57.73	0.00	0.00													
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	75.40	0.00	0.00													
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	98.59	0.00	0.00													
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																				
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	131.87	0.00	0.00				30.89	7.03								
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	263.74	0.00	0.00				30.89	7.03								
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	527.48	0.00	0.00				30.89	7.03								
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	791.42	0.00	0.00				30.89	7.03								
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00				30.89	7.03								
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,318.70	0.00	0.00				30.89	7.03								
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,582.44	0.00	0.00				30.89	7.03								
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	2,109.92	0.00	0.00				30.89	7.03								
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00				30.89	7.03								
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00				30.89	7.03								
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,692.36	0.00	0.00				30.89	7.03								
	Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																				
	A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																				
	Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																				
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes - Top 8 MSAs Only			UEPMG	USAC4	0.00	303.61	15.74				30.89	7.03								
	System Additions Where Currently Combined and New (Not Currently Combined)																				
	In Density Zone 1 Top 8 MSAs																				
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41		30.89	7.03								
	Bipolar 8 Zero Substitution																				
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	590.00													
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	590.00													
	Alternate Mark Inversion (AMI)																				
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00													
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00													
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																				
	Exchange Ports																				

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00			30.89	7.03		
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00			30.89	7.03		
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00			30.89	7.03		
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	40.00	0.00	0.00	0.00	0.00			30.89	7.03		
Feature Activations - Unbundled Loop Concentration																
	Feature (Service) Activation for each Line Port Terminated in D4 Bank (includes Q.1.4, P.50.1, & P.50.498)			UEPPX	1PQWM	2.02	40.00	20.00	6.00	5.00						
	Feature (Service) Activation for each Trunk Port Terminated in D4 Bank (includes Q.1.4, P.50.1, & P.50.498)			UEPPX	1PQWU	2.02	110.00	30.00	75.00	15.00						
Telephone Number/ Group Establishment Charges for DID Service																
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
Local Number Portability																
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	0.00	0.00	0.00								
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
4. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos. For Currently Combined Combos, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections. Additional NRCs may apply also and are categorized accordingly.																
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		14.18										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		18.01										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		23.02										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		18.26										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		23.33										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		29.98										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	28.28										
UNE Ports																
All States (Except North Carolina and Sout Carolina)																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)				
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo														
		UNE Port/Loop Combination Rates (Non-Design)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		14.18									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		18.01									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		23.02									
		UNE Port/Loop Combination Rates (Design)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		18.26									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		23.33									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		29.98									
		UNE Loop Rate														
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.48									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	16.31									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	21.32									
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.56									
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	21.63									
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.28									
		UNE Port Rate														
		All States														
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		AL, KY, LA, MS, SC, & TN Only														
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.70	22.14	15.25	8.45	3.91	30.89	7.03			
		FL & GA Only														
		Local Switching														
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.6381									
		Local Number Portability														
		Local Number Portability (1 per port)			UEP95	LNPC	0.35									
		Features														
		All Standard Features Offered, per port			UEP95	UEPVF	0.00					30.89	7.03			
		All Select Features Offered, per port			UEP95	UEPVS	0.00	433.78				30.89	7.03			
		All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00					30.89	7.03			
		NARS														
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00			30.89	7.03			
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00			30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	OSS Rates(\$)			SOMAN	SOMAN
	Unbundled Network Access Register - Outdial			UEP95	UAROx	0.00	0.00	0.00				30.89	7.03				
	Miscellaneous Terminations																
	2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP95	CEND6	8.78	47.75	47.01	9.21	8.47		30.89	7.03				
	4-Wire Digital (1.544 Megabits)																
	DS1 Circuit Terminations, each			UEP95	M1HD1	35.55	75.93	38.15				30.89	7.03				
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	108.67					30.89	7.03				
	Interoffice Channel Mileage - 2-Wire																
	Interoffice Channel Facilities Termination			UEP95	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03				
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0174											
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service																
	D4 Channel Bank Feature Activations																
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66											
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66											
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66											
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.66											
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66											
	Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP95	1PQWQ	0.66											
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66											
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		1.03	0.29				30.89	7.03				
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	658.60					30.89	7.03				
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	658.60					30.89	7.03				
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	68.57					30.89	7.03				
	UNE-P CENTREX - DMS100 (Valid in All States)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		14.18											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		18.01											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		23.02											
	UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		18.26											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		23.33											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		29.98											
	UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	12.48											
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	16.31											
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	21.32											
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.56											
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	21.63											
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	28.28											
	UNE Port Rate																
	ALL STATES																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03				

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
											SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPVV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
AL, KY, LA, MS, SC, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.70	22.14	15.25	8.45	3.91		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 2		Exhibit: B	
													Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
													OSS Rates(\$)			
						Rec	Nonrecurring First	Add'l	Nonrecurring First	Disconnect Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	Local Switching															
	Centrex Intercom Functionality, per port			UEP9D	URECS	0.6381										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP9D	LNPCc	0.35										
	Features															
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00						30.89	7.03			
	NARS															
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP9D	UAROx	0.00	0.00	0.00				30.89	7.03			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP9D	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP9D	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	108.67					30.89	7.03			
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)				
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.66									
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66									
		Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66									
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66									
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		1.03	0.29				30.89	7.03		
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	658.60					30.89	7.03		
		New Centrex Customized Common Block			UEP9D	M1ACC	0.00	658.60					30.89	7.03		
		NAR Establishment Charge, Per Occasion			UEP9D	URECA		68.57					30.89	7.03		
		UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo														
		UNE Port/Loop Combination Rates (Non-Design)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		14.18									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		18.01									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		23.02									
		UNE Port/Loop Combination Rates (Design)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		18.26									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		23.33									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		29.98									
		UNE Loop Rate														
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	12.48									
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	16.31									
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	21.32									
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	16.56									
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	21.63									
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	28.28									
		UNE Port Rate														
		AL, FL, KY, LA, MS, & TN only														
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		AL, KY, LA, MS, & TN Only														
		2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	OSS Rates(\$)			
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		29.98							SOMAN	SOMAN	SOMAN	SOMAN
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	28.28										
	UNE Port Rate															
	AL, KY, LA, MS, & TN only															
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.70	22.14	15.25	8.45	3.91		30.89	7.03			
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP93	URECS	0.6381										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP93	LNCCC	0.35										
	Features															
	All Standard Features Offered, per port			UEP93	UEPVF	0.00										
	All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00										
	NARS															
	Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP93	UARO X	0.00	0.00	0.00				30.89	7.03			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP93	CEND6	8.78	22.14	15.25	8.45	3.91		30.89	7.03			
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP93	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	108.67					30.89	7.03			
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP93	MIGBC	18.58	22.14	15.25	8.45	3.91		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.66										

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	AL, KY, LA, MS, & TN Only															
	2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP91	URECS	0.6381										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP91	LNPCc	0.35										
	Features															
	All Standard Features Offered, per port			UEP91	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP91	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00						30.89	7.03			
	NARS															
	Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP91	UAROx	0.00	0.00	0.00				30.89	7.03			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP91	CENA6	8.78	90.00	45.00	20.00	10.00		30.89	7.03			
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination - Voice Grade			UEP91	M1GBC	18.58	90.00	45.00	20.00	10.00		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP91	M1GBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP91	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP91	M1ACC	0.00	658.60					30.89	7.03			
	Secondary Block, per Block			UEP91	M2CC1	0.00	73.55					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP91	URECA		68.57					30.89	7.03			
	UNE-P CENTREX - 5ESS (Valid in All States)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		26.48										

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		30.31										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		35.32										
UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		30.56										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		35.63										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		42.28										
UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	16.31										
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	21.32										
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.56										
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	21.63										
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.28										
UNE Port Rate																
All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
AL, KY, LA, MS, SC, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
FL & GA Only																
Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.6381										
Local Number Portability																
	Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
Features																
	All Standard Features Offered, per port			UEP95	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP95	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00						30.89	7.03			
NARS																
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP95	UARO X	0.00	0.00	0.00				30.89	7.03			
Miscellaneous Terminations																
2-Wire Trunk Side																
	Trunk Side Terminations, each			UEP95	CEND6	8.78	47.75	47.01	9.21	8.47		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
												SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire Digital (1.544 Megabits)															
		DS1 Circuit Terminations, each			UEP95	M1HD1	35.55	75.93	38.15				30.89	7.03			
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	108.67					30.89	7.03			
		Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination			UEP95	MIGBC	18.58	90.00	45.00	20.00	10.00		30.89	7.03			
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0174										
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
		D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP95	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		1.03	0.29				30.89	7.03			
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	658.60					30.89	7.03			
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	658.60					30.89	7.03			
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	68.57					30.89	7.03			
		UNE-P CENTREX - DMS100 (Valid in All States)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		26.48										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		30.31										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		35.32										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		30.56										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		35.63										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		42.28										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	28.28										
		UNE Port Rate															
		ALL STATES															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	14.00	90.00	45.00	20.00	10.00		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
												SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	14.00	90.00	45.00	20.00	10.00		30.89	7.03			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)					
											SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	14.00	90.00	45.00	20.00	10.00		30.89	7.03			
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.6381										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP9D	LNPC	0.35										
	Features															
	All Standard Features Offered, per port			UEP9D	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00						30.89	7.03			
	NARS															
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP9D	UARO	0.00	0.00	0.00				30.89	7.03			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP9D	CEND6	8.78	90.00	45.00	20.00	10.00		30.89	7.03			
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP9D	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	108.67					30.89	7.03			
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	18.58	90.00	45.00	20.00	10.00		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66										

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	SOME C	SOMAN	OSS Rates(\$)			
													SOMAN	SOMAN	SOMAN	SOMAN
	Centrex Intercom Functionality, per port			UEP9E	URECS	0.6381										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP9E	LNPC	0.35										
	Features															
	All Standard Features Offered, per port			UEP9E	UEPVF	0.00						30.89	7.03			
	All Select Features Offered, per port			UEP9E	UEPVS	0.00	433.78					30.89	7.03			
	All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00						30.89	7.03			
	NARS															
	Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00				30.89	7.03			
	Unbundled Network Access Register - Outdial			UEP9E	UARO	0.00	0.00	0.00				30.89	7.03			
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP9E	CEND6	8.78	90.00	45.00	20.00	10.00		30.89	7.03			
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP9E	M1HD1	35.55	75.93	38.15				30.89	7.03			
	DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	108.67					30.89	7.03			
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9E	MIGBC	18.58	90.00	45.00	20.00	10.00		30.89	7.03			
	Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.0174										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.66										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.66										
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
	Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		1.03	0.29				30.89	7.03			
	New Centrex Standard Common Block			UEP9E	M1ACS	0.00	658.60					30.89	7.03			
	New Centrex Customized Common Block			UEP9E	M1ACC	0.00	658.60					30.89	7.03			
	NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	68.57					30.89	7.03			
	UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
	UNE Port/Loop Combination Rates (Non-Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		26.48										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		30.31										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		35.32										
	UNE Port/Loop Combination Rates (Design)															
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		30.56										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		35.63										
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		42.28										
	UNE Loop Rate															
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	12.48										
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	16.31										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)				
												SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	21.32									
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	16.56									
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	21.63									
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	28.28									
		UNE Port Rate														
		AL, KY, LA, MS, & TN only														
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
		2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	14.00	90.00	45.00	20.00	10.00		30.89	7.03		
		Local Switching														
		Centrex Intercom Funtionalty, per port			UEP93	URECS	0.6381									
		Local Number Portability														
		Local Number Portability (1 per port)			UEP93	LNCCC	0.35									
		Features														
		All Standard Features Offered, per port			UEP93	UEPVF	0.00									
		All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00									
		NARS														
		Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00				30.89	7.03		
		Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00				30.89	7.03		
		Unbundled Network Access Register - Outdial			UEP93	UARO X	0.00	0.00	0.00				30.89	7.03		
		Miscellaneous Terminations														
		2-Wire Trunk Side														
		Trunk Side Terminations, each			UEP93	CEND6	8.78	90.00	45.00	20.00	10.00		30.89	7.03		
		4-Wire Digital (1.544 Megabits)														
		DS1 Circuit Terminations, each			UEP93	M1HD1	35.55	75.93	38.15				30.89	7.03		
		DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	108.67					30.89	7.03		
		Interoffice Channel Mileage - 2-Wire														
		Interoffice Channel Facilities Termination			UEP93	MIGBC	18.58	90.00	45.00	20.00	10.00		30.89	7.03		
		Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.0174									
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
		D4 Channel Bank Feature Activations														
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.66									
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.66									
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.66									
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.66									

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First	Add'l	OSS Rates(\$)			
													SOME C	SOMAN	SOMAN	SOMAN
					UEP93	1PQWV	0.66									
					UEP93	1PQWQ	0.66									
					UEP93	1PQWA	0.66									
Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
					UEP93	USAC2			1.03	0.29				30.89	7.03	
					UEP93	M1ACS	0.00		658.60					30.89	7.03	
					UEP93	M1ACC	0.00		658.60					30.89	7.03	
					UEP93	URECA			68.57					30.89	7.03	
Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
Note 2 - Requires Interoffice Channel Mileage																
Note 3 - Requires Specific Customer Premises Equipment																
Note: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

ATTACHMENT 3
NETWORK INTERCONNECTION

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NETWORK INTERCONNECTION

1. GENERAL

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

- 2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:
- 2.1.1 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).
- 2.1.2 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.1.3 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.1.4 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide ("LERG").
- 2.1.5 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.
- 2.1.6 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.1.7 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

- 2.1.8 **Interconnection Point (“IP”)** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and ALEC.
- 2.1.9 IntraLATA Toll Traffic is defined in Section 7 of this Attachment.
- 2.1.10 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.
- 2.1.11 **Local Channel** is defined as a switched transport facility between a Party’s Interconnection Point and the IP’s Serving Wire Center.
- 2.1.12 **Local Traffic** is as defined in Section 7 of this Attachment.
- 2.1.13 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.1.14 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.1.15 **Transit Traffic** is traffic originating on ALEC's network that is switched and/or transported by BellSouth and delivered to a third party’s network, or traffic originating on a third party’s network that is switched and/or transported by BellSouth and delivered to ALEC's network.

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where ALEC owns and provides its switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth’s network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in this Agreement.
 - 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth’s serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic.

3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.2.3 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic the Parties must agree to the location of the IP(s).

3.3 **Interconnection via Dedicated Facilities**

3.3.1 **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic and ISP-bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic and ISP-bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.

- 3.3.2 **Dedicated Interoffice Facilities.** As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic and ISP-bound Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic and ISP-bound Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.
- 3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request ("ASR") process.
- 3.4 **Fiber Meet**
- 3.4.1 If ALEC elects to interconnect with BellSouth pursuant to a Fiber Meet, ALEC and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic and ISP-bound Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission system. However, ALEC's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.
- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the ALEC Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification ("CLLI") code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.4 Upon verbal request by ALEC, BellSouth shall allow ALEC access to the fusion splice point for the Fiber Meet point for maintenance purposes on ALEC's side of the Fiber Meet point.

- 3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic and ISP-bound Traffic. All other appropriate charges will apply. ALEC shall be billed for a mixed use of the Local Channel as set forth in the appropriate tariff(s) using the PIU/PLF factors supplied by ALEC. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

- 4.1 BellSouth and ALEC shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
- 4.2 ALEC shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of ALEC's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and for the receipt and delivery of Transit Traffic. To the extent ALEC desires to deliver Local Traffic, ISP-bound Traffic, IntraLATA Toll Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which ALEC has established interconnection trunk groups, ALEC shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
- 4.2.1 Notwithstanding the forgoing, ALEC shall establish an interconnection trunk group(s) to the BellSouth access and/or local tandems in the LATA where ALEC has homed (i.e. assigned) its NPA/NXXs. ALEC shall home its NPA/NXXs on the BellSouth tandem that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. ALEC shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on ALEC's NXX access tandem homing arrangement as specified by ALEC in the LERG.
- 4.4 Any ALEC interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to ALEC from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require ALEC to submit a

Bona Fide Request/New Business Request (BFR/NBR) via the BFR/NBR Process as set forth in this Agreement.

- 4.5 Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and ALEC are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for DS1 dedicated trunks and facilities. ALEC shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where ALEC is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Local Interconnection Switching Center (LISC) Project Management Group and ALEC's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.
- 4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**
- Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups

transporting both Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic. ALEC shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The

Parties' use of two-way interconnection trunk groups for the transport of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the other Party.

4.10.1 BellSouth Access Tandem Interconnection

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem ("Intratandem Access"). Access tandem interconnection is available for any of the following access tandem architectures.

4.10.1.1 Basic Architecture

In the basic architecture, ALEC's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between ALEC and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between ALEC and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which ALEC desires to exchange traffic. This trunk group also carries ALEC originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to ALEC. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.1.2 One-Way Trunk Group Architecture

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for ALEC-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for BellSouth end-users. A second one-way trunk group carries BellSouth-originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic destined for ALEC end-users. A two-way trunk group provides Intratandem Access for ALEC's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between ALEC and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which ALEC desires to exchange traffic. This trunk group also carries ALEC originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic is transported on a separate single one-way trunk group terminating to ALEC. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic between ALEC and BellSouth. In addition, a separate two-way transit trunk group must be established for ALEC's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between ALEC and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which ALEC desires to exchange traffic. This trunk group also carries ALEC originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to ALEC. However, where ALEC is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group carrying ISP-bound Traffic and IntraLATA Toll Traffic. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The

LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.1.4 **Supergroup Architecture**

In the supergroup architecture, the Parties' Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic and ALEC's Transit Traffic are exchanged on a single two-way trunk group between ALEC and BellSouth to provide Intratandem Access to ALEC. This trunk group carries Transit Traffic between ALEC and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which ALEC desires to exchange traffic. This trunk group also carries ALEC originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to ALEC. However, where ALEC is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 **Multiple Tandem Access Interconnection**

- 4.10.1.5.1 Where ALEC does not choose access tandem interconnection at every BellSouth access tandem within a LATA, ALEC may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA ALEC must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route ALEC's originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic for LATA wide transport and termination. ALEC must also establish an interconnection trunk group(s) at all BellSouth access tandems where ALEC NXXs are homed as described in Section 4.2.1 above. If ALEC does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, ALEC can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate ALEC's Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to end-users served through those BellSouth access tandems where ALEC does not have an

interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.1.5.2 ALEC may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to ALEC will be delivered to and from IXCs based on ALEC's NXX access tandem homing arrangement as specified by ALEC in the LERG.

4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

4.10.1.5.4 To the extent ALEC does not purchase MTA in a LATA served by multiple access tandems, ALEC must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent ALEC routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, ALEC shall pay BellSouth the associated MTA charges.

4.10.2 **Local Tandem Interconnection**

4.10.2.1 Local Tandem Interconnection arrangement allows ALEC to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of ALEC -originated Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, ALEC must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, ALEC may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. ALEC may deliver Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where ALEC does not choose to establish an interconnection trunk group(s). It is ALEC's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in

order for other third party network providers to determine appropriate traffic routing to ALEC's codes. Likewise, ALEC shall obtain its routing information from the LERG.

4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth's local tandems, ALEC must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which ALEC has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff).

4.10.2.4 BellSouth's provisioning of Local Tandem Interconnection assumes that ALEC has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.3 **Direct End Office-to-End Office Interconnection**

4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.3.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:

4.10.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between ALEC and BellSouth.

4.10.3.2.2 Traffic Volume -To the extent either Party has the capability to measure the amount of traffic between ALEC's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1

of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

- 4.10.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by ALEC to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.

4.10.4.1 **Toll Free Traffic**

- 4.10.4.1.1 If ALEC chooses BellSouth to perform the Service Switching Point (“SSP”) Function (i.e., handle Toll Free database queries) from BellSouth’s switches, all ALEC originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.

- 4.10.4.1.2 ALEC may choose to perform its own Toll Free database queries from its switch. In such cases, ALEC will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, ALEC will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, ALEC will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and ALEC shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, ALEC will route the post query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to ALEC's network but that are connected to BellSouth’s access tandem.

- 4.10.5 All post-query Toll Free calls for which ALEC performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where ALEC chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (“SS7”), SS7 connectivity is required between the ALEC switch and the BellSouth Signaling Transfer Point (“STP”). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.
- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (“ANI”), originating line information (“OLI”) calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering

such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.

- 5.6 Signaling Call Information. BellSouth and ALEC will send and receive 10 digits for Local Traffic. Additionally, BellSouth and ALEC will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

5.7 **Forecasting for Trunk Provisioning**

- 5.7.1 ALEC shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide additional service within BellSouth's region. Upon receipt of ALEC's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, ALEC-to-BellSouth one way trunks (ALEC's Trunks"), BellSouth -to- ALEC one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities.

- 5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for ALEC location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

- 5.7.2 Once initial interconnection trunk forecasts have been developed, ALEC shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. ALEC shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.

5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

5.8 **Trunk Utilization**

5.8.1 BellSouth and ALEC shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 365 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as “Under-utilized” trunk s. BellSouth may disconnect any Under-utilized reciprocal trunk(s) pursuant to Section 5.8.1.1 below. Should there be a dispute regarding the utilization the Parties will work together to determine the problems as set forth in 5.8.1.1 following. BellSouth shall refund to ALEC associated trunk and facility charges paid BellSouth, if any.

5.8.1.1 BellSouth’s Local Interconnection Switching Center (LISC) will notify ALEC of any ALEC under-utilized reciprocal trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated ALEC interface. ALEC will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which ALEC s expects to need such trunks. BellSouth’s LISC Project Manager and Circuit Capacity Manager will discuss the information with ALEC to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to ALEC. The due date of these orders will be four weeks after ALEC was first notified in writing of the underutilization of the ALEC trunk groups.

- 5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

6. LOCAL DIALING PARITY

- 6.1 BellSouth and ALEC shall provide local and toll-dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

7. INTERCONNECTION COMPENSATION

7.1 Compensation for Call Transportation and Termination for Local Traffic, ISP-bound Traffic and IntraLATA Toll Traffic

- 7.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that originates in one exchange and terminates in either the same exchange or a corresponding Extended Area Service("EAS") exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff

- 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one Exchange to an ISP server or modem in either the same LATA exchange or a corresponding Extended Area Service ("EAS") exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service tariff. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.

- 7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and ALEC agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or ALEC that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-

bound traffic for compensation purposes. BellSouth and ALEC further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or ALEC that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

7.1.3.1 IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA that is not Local or ISP-bound traffic under this Attachment.

7.1.3.1.1 For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in BellSouth's Access Services Tariffs as filed and in effect with the FCC or Commission. The appropriate charges will be determined by the routing of the call. Additionally, if one Party is the other Party's end user's presubscribed interexchange carrier or if one Party's end user uses the other Party as an interexchange carrier on a 101XXXX basis, the originating party will charge the other Party the appropriate BellSouth originating switched access tariff rates as set forth in BellSouth's Intrastate or Interstate Access Services Tariff as filed and in effect with the FCC or appropriate Commission.

7.1.4 The Parties shall compensate each other for the costs of transporting and terminating all Local Traffic and ISP-bound Traffic as follows:

7.1.4.1 The Parties agree that the applicable single rate identified in 7.1.4.1.1 and 7.1.4.2 below, which is also set forth in Exhibit A to this Attachment, will be the only rate applicable for the call transport and termination of Local Traffic and ISP-bound Traffic in accordance with the FCC's ISP Order on Remand and through the expiration date of this Agreement. However, the elemental rates set forth in Exhibit A of this Attachment shall apply through the term of this Agreement for Multiple Tandem Access, as described in Sections 4.10.1.5 above, and Transit Traffic, as described in Section 7.6.1 below.

7.1.4.1.1 Commencing on the Effective Date of this Agreement, and continuing until June 13, 2003, the minute of use rate applicable to the compensation of Local Traffic and ISP-Bound Traffic shall be that rate approved by the FCC in the ISP Order on Remand, which is \$.0010 per minute of use,

- 7.1.4.1.2 Commencing on June 14, 2003 and continuing until the expiration of this Agreement, the minute of use rate applicable to the compensation of Local Traffic and ISP-Bound Traffic shall be that rate approved by the FCC in the ISP Order on Remand, which is \$.0007 per minute of use,
- 7.1.4.2 In order that the Parties may calculate the ratio of terminating to originating traffic exchanged in First Quarter 2001 for the purpose of determining the caps as described in Section 7.1.4.3 below, no later than the 60th day following the Effective Date of this Agreement, the Parties will meet to determine the process for exchanging information to determine the amount of ISP-bound Traffic that either Party may have sent the other Party for termination.
- 7.1.4.3 Notwithstanding anything to the contrary in this Agreement, the volume of ISP-bound Traffic for which one Party may bill the other shall be capped as follows:
- 7.1.4.3.1 For ISP-bound Traffic exchanged during the year 2002, compensation at the rates set forth above in Exhibit A shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to, on an annualized basis, the number of ISP bound Traffic minutes for which the terminating Party was entitled to compensation during the First Quarter of 2001, plus a ten (10) percent growth factor plus another ten (10) percent growth factor.
- 7.1.4.3.2 For ISP-bound Traffic exchanged during the year 2003, compensation, at the rates set forth above and in Exhibit A shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in 2002.
- 7.1.4.3.3 For ISP-bound Traffic exchanged during the year 2004 through the expiration date of this Agreement, compensation, at the rates set forth above and in Exhibit A, shall be billed by the terminating Party to the originating Party on ISP-bound Traffic minutes up to a ceiling equal to the number of ISP-bound Traffic minutes for which the terminating Party was entitled to compensation in the year 2003.
- 7.1.4.3.4 Any ISP-bound Traffic that exceeds the minute of use caps described above shall be exchanged on a bill and keep basis, and no compensation shall be paid to the terminating Party.
- 7.1.5 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.5 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.

7.1.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

7.1.7 If ALEC obtains and assigns NPA/NXXs to specific BellSouth rate centers within the LATA, ALEC will not assign line numbers from those NPA/NXXs to any ALEC end users physically located outside of that LATA. If ALEC assigns an end user a number utilizing that NPA/NXX and such end user is not located in the specific rate center to which that NPA/NXX is assigned within that LATA, ALEC agrees to identify that traffic as InterLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such InterLATA traffic pursuant to this Agreement.

7.2 **Jurisdictional Reporting**

7.2.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU") factor. The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

7.2.2 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF") factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and

reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

- 7.2.3 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU") factor. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to ALEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- 7.2.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.
- 7.2.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and ALEC shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the

quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.3 **Compensation for 8XX Traffic**

7.3.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. ALEC will pay BellSouth the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs as applicable.

7.3.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.

7.3.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing ("TFD") to ALEC requires interconnection from ALEC to BellSouth's 8XX Signal Channel Point ("SCP"). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. ALEC shall establish SS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that ALEC desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

7.4 **Mutual Provision of Switched Access Service**

7.4.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end

points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.

- 7.4.2 If the BellSouth end user chooses ALEC as their presubscribed interexchange carrier, or if the BellSouth end user uses ALEC as an interexchange carrier on a 101XXXX basis, BellSouth will charge ALEC the appropriate BellSouth tariff charges for originating switched access services.
- 7.4.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.
- 7.4.4 When ALEC's end office switch provides an access service connection to or from an interexchange carrier ("IXC") by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by ALEC as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The parties shall utilize a thirty (30) day billing period.
 - 7.4.4.1 When ALEC's end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to ALEC, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 7.4.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.

- 7.4.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.4.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 7.4.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 7.4.9 ALEC agrees not to deliver switched access traffic to BellSouth for termination except over ALEC ordered switched access trunks and facilities.
- 7.5 **Transit Traffic**
- 7.5.1 BellSouth shall provide tandem switching and transport services for ALEC's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between ALEC and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between ALEC and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.
- 7.5.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that ALEC is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange

of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to ALEC. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, ALEC shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8. FRAME RELAY SERVICE INTERCONNECTION

- 8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and ALEC's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which ALEC is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between ALEC and BellSouth Frame Relay Switches in the same LATA.
- 8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("IP(s)") within the LATA. All IPs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and ALEC have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:

- 8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
- 8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
- 8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, ALEC may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies ALEC that it has found that this method does not adequately represent the PLCU.
- 8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and ALEC will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. ALEC will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of ALEC's PLCU.
- 8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and ALEC will pay, the total non-recurring and recurring charges for the NNI port. ALEC will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by ALEC's PLCU.
- 8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

- 8.8 For the PVC segment between the ALEC and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 8.9 Compensation for PVC rate elements will be calculated as follows:
- 8.9.1 If ALEC orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the ALEC Frame Relay switch, BellSouth will invoice, and ALEC will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and ALEC Frame Relay switches. If the VC is a Local VC, ALEC will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to ALEC for the PVC segment.
- 8.9.2 If BellSouth orders a Local VC connection between a ALEC subscriber's PVC segment and a PVC segment from the ALEC Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and ALEC will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and ALEC Frame Relay switches. If the VC is a Local VC, ALEC will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to ALEC for the PVC segment.
- 8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.9.4 If ALEC requests a change, BellSouth will invoice and ALEC will pay a Feature Change charge for each affected PVC segment.
- 8.9.4.1 If BellSouth requests a change to a Local VC, ALEC will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All

charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.

8.10 ALEC will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.

8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.

9. ORDERING CHARGES

9.1 The terms, conditions and rates for Ordering Charges are as set forth in FCC Tariff for Access Service Records.

Exhibit B

Basic Architecture

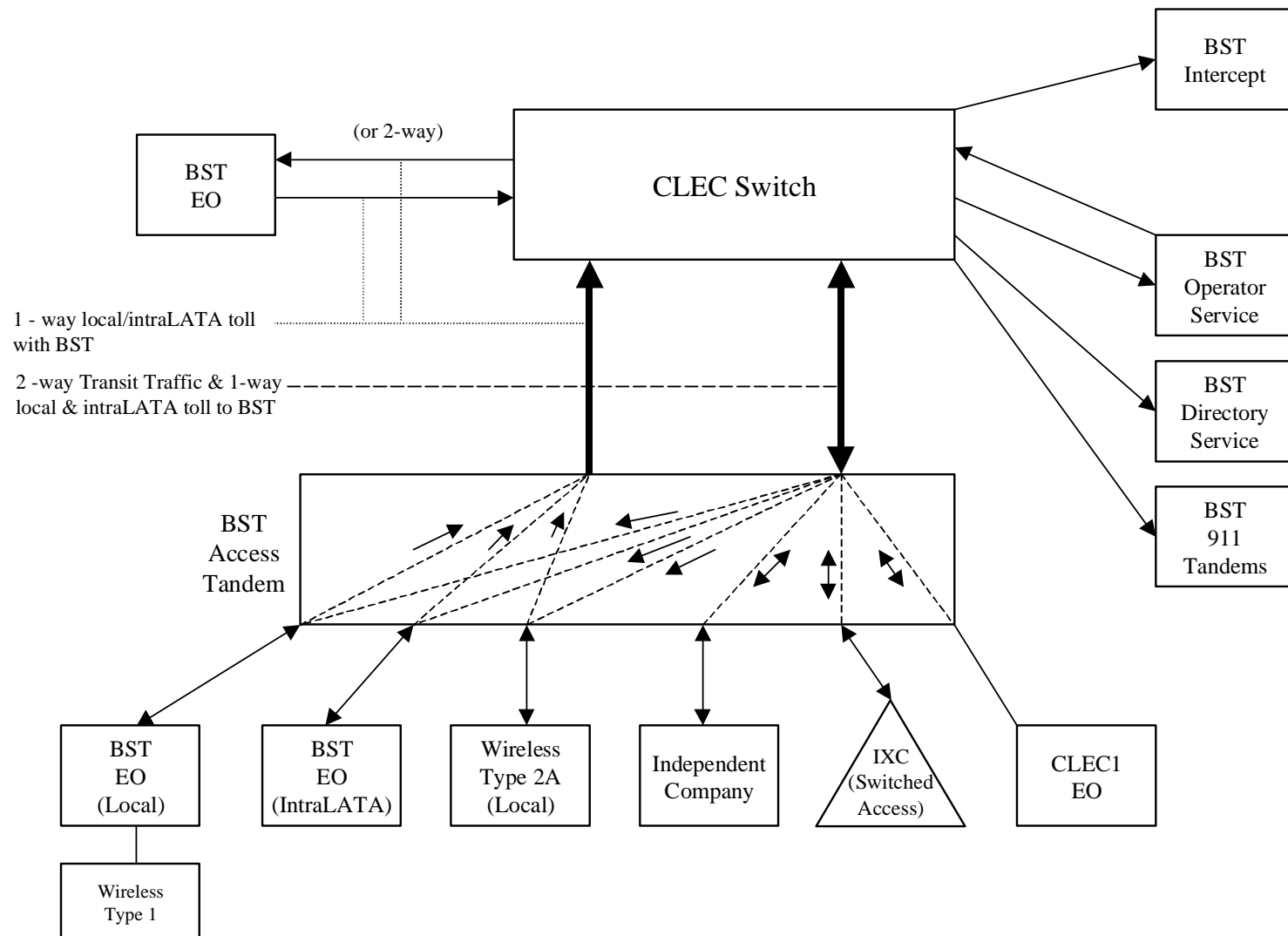


Exhibit C

One-Way Architecture

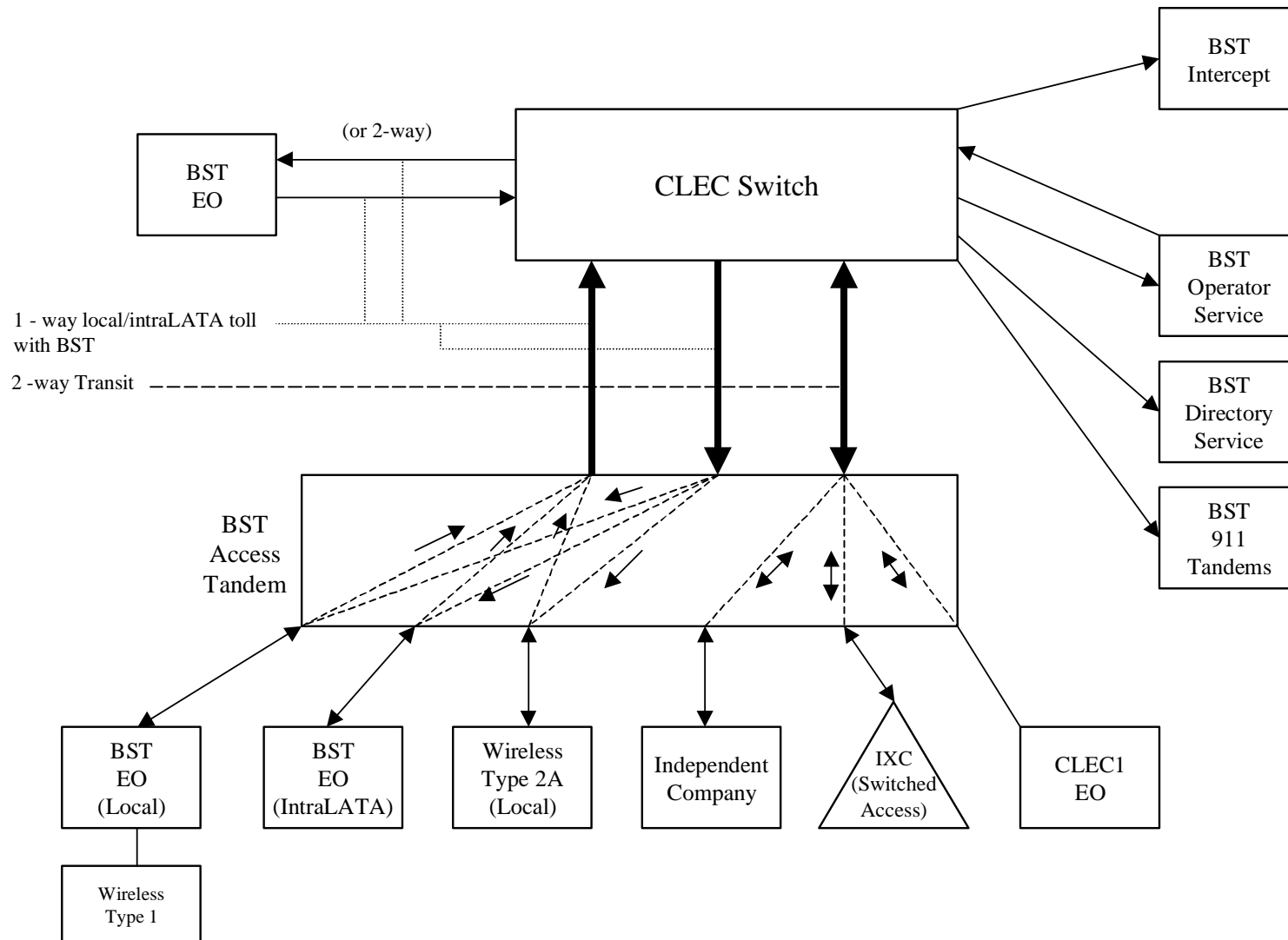


Exhibit D

Two-Way Architecture

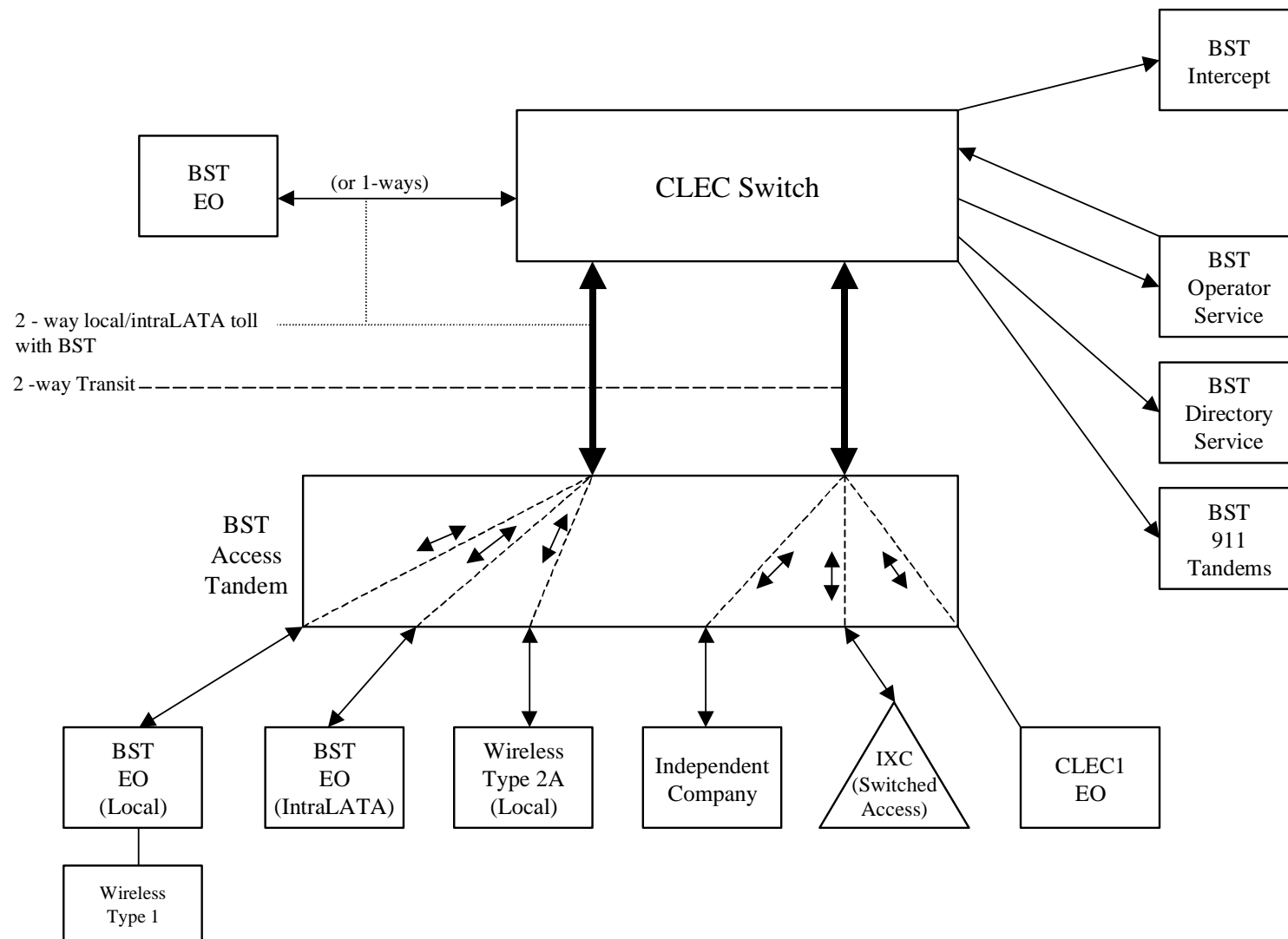
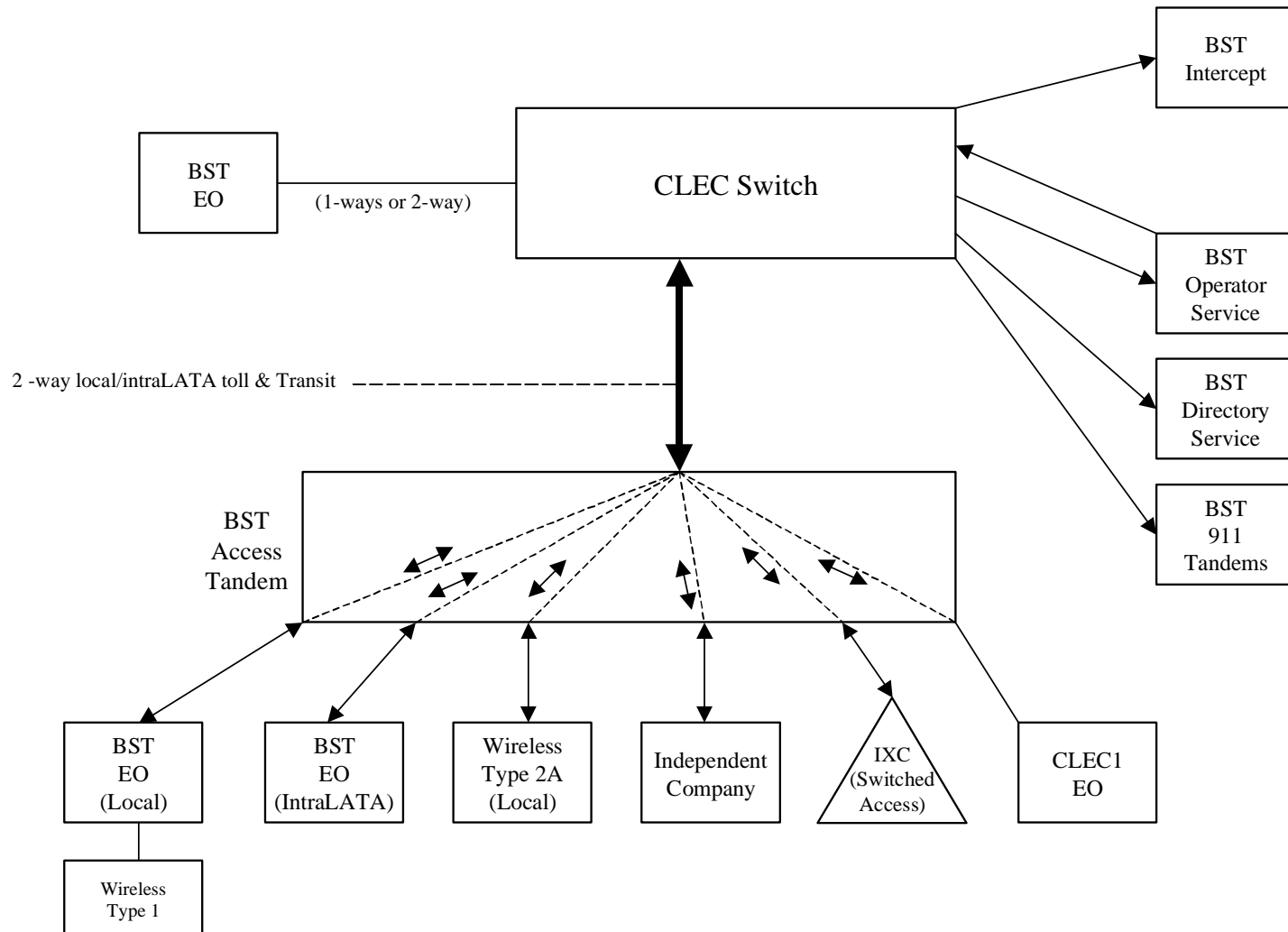


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION - Alabama										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
		Tandem Switching Function Per MOU			OHD		0.000498bk								
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.000498								
		Tandem Intermediary Charge, per MOU*			OHD		0.0015								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
		Installation Trunk Side Service - per DS0			OHD	TPP++		333.69	56.91						
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00								
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00								
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00								
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
		Common Transport - Per Mile, Per MOU			OHD		0.0000023bk								
		Common Transport - Facilities Termination Per MOU			OHD		0.0003224bk								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.008838								
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	21.13	40.54	27.41	16.74	6.90				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.008838								
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.12	40.54	27.41	16.74	6.90				
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.008838								
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.12	40.54	27.41	16.74	6.90				
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.18								
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	60.16	89.27	81.81	16.35	14.44				
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.09								
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	703.52	278.75	162.76	60.20	58.46				
LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	13.97	193.10	33.17	36.64	3.20				
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	14.93	193.53	33.60	37.11	3.67				
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.76	177.47	153.72	22.19	15.26				
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	416.54	451.52	263.94	119.49	83.58				
LOCAL INTERCONNECTION MID-SPAN MEET															
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00							
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00							
MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79				
		DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	166.13	178.14	93.97	33.26	31.63				
		DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	12.70	6.58	4.72						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - Florida											Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																

LOCAL INTERCONNECTION - Georgia										Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
									</							

LOCAL INTERCONNECTION - Kentucky											Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES (\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
					OHD		0.0006772bk									
					Multiple Tandem Switching, per MOU (applies to intial tandem only)		0.0006772									
					Tandem Intermediary Charge, per MOU*		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
					Installation Trunk Side Service - per DS0			334.09	57.12							
					Dedicated End Office Trunk Port Service-per DS0**			0.00								
					Dedicated End Office Trunk Port Service-per DS1**			0.00								
					Dedicated Tandem Trunk Port Service-per DS0**			0.00								
					Dedicated Tandem Trunk Port Service-per DS1**			0.00								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
					Common Transport - Per Mile, Per MOU			0.0000030bk								
					Common Transport - Facilities Termination Per MOU			0.0007466bk								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
					Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			0.01								
					Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			29.11	47.34	31.78	22.77	8.75				
					Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			0.0115								
					Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			20.97	47.35	31.78	22.77	8.75				
					Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			0.0115								
					Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			20.97	47.35	31.78	22.77	8.75				
					Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			0.23								
					Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			96.04	105.52	98.46	23.09	20.49				
					Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			4.97								
					Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			1,175.15	335.40	219.24	89.57	87.75				
LOCAL CHANNEL - DEDICATED TRANSPORT																
					Local Channel - Dedicated - 2-Wire Voice Grade per month			18.57	265.78	46.96	46.79	4.98				
					Local Channel - Dedicated - 4-Wire Voice Grade per month			19.86	266.48	47.65	47.54	5.73				
					Local Channel - Dedicated - DS1 per month			40.46	209.60	176.51	30.21	21.07				
					Local Channel - Dedicated - DS3 Facility Termination per month			576.05	551.38	338.08	173.00	120.42				
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
					Local Channel - Dedicated - DS1 per month			0.00	0.00							
					Local Channel - Dedicated - DS3 per month			0.00	0.00							
MULTIPLEXERS																
					Channelization - DS1 to DS0 Channel System			113.33	101.40	71.60	13.79	13.04				
					DS3 to DS1 Channel System per month			158.20	199.23	118.62	50.16	48.59				
					DS3 Interface Unit (DS1 COCI) per month			11.80	10.07	7.08						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

LOCAL INTERCONNECTION - Mississippi										Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																

LOCAL INTERCONNECTION - North Carolina										Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
					OHD		0.0012000bk								
					Multiple Tandem Switching, per MOU (applies to intial tandem only)		0.0012								
					Tandem Intermediary Charge, per MOU*		0.0015								
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
					Installation Trunk Side Service - per DS0			333.54	56.88						
					Dedicated End Office Trunk Port Service-per DS0**		0.00								
					Dedicated End Office Trunk Port Service-per DS1**		0.00								
					Dedicated Tandem Trunk Port Service-per DS0**		0.00								
					Dedicated Tandem Trunk Port Service-per DS1**		0.00								
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
					Common Transport - Per Mile, Per MOU		0.0000100bk								
					Common Transport - Facilities Termination Per MOU		0.0003400bk								
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
					Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month		0.0282								
					Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month		18.00	137.48	52.58						
					Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month		0.0282								
					Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month		17.40	137.48	52.58						
					Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month		0.0282								
					Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month		17.40	137.48	52.58						
					Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month		0.5753								
					Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month		71.29	217.17	163.75						
					Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month		12.98								
					Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month		720.38	794.94	579.55						
LOCAL CHANNEL - DEDICATED TRANSPORT															
					Local Channel - Dedicated - 2-Wire Voice Grade per month		11.24	553.80	89.69						
					Local Channel - Dedicated - 4-Wire Voice Grade per month		12.03	562.23	92.67						
					Local Channel - Dedicated - DS1 per month		27.05	534.48	462.69						
					Local Channel - Dedicated - DS3 Facility Termination per month		298.92	438.46	256.30						
LOCAL INTERCONNECTION MID-SPAN MEET															
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
					Local Channel - Dedicated - DS1 per month		0.00	0.00							
					Local Channel - Dedicated - DS3 per month		0.00	0.00							
MULTIPLEXERS															
					Channelization - DS1 to DS0 Channel System		146.69	197.78	140.06						
					DS3 to DS1 Channel System per month		233.10	403.97	234.40						
					DS3 Interface Unit (DS1 COCI) per month		16.07	13.09	9.38						
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

LOCAL INTERCONNECTION - South Carolina										Attachment: 3		Exhibit: A				
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES (\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)			
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
								</								

LOCAL INTERCONNECTION - Tennessee												Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect First						
												OSS Rates(\$)			
										SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
	Tandem Switching Function Per MOU			OHD		0.0009778bk									
	Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0009778									
	Tandem Intermediary Charge, per MOU*			OHD		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP++		334.29	57.01							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU			OHD		0.0000064bk									
	Common Transport - Facilities Termination Per MOU			OHD		0.0003871bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0174									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	18.58	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0174									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0174									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	55.39	17.37	27.96	3.51					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.3562									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	77.86	112.40	76.27	19.55	14.99					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.34									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	848.99	395.29	176.56	109.04	105.91					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL, OHM	TEFV2	19.43	199.33	24.16	54.81	4.80					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL, OHM	TEFV4	20.56	201.53	24.83	55.52	5.51					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.99	277.35	233.26	33.18	22.30					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15					
LOCAL INTERCONNECTION MID-SPAN MEET															
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	80.77	141.87	77.11	44.47	42.62					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23					
	DS3 Interface Unit (DS1 COCI) per month			OH1, OH1MS	SATCO	17.58	6.07	4.66							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

Attachment 4

Physical Collocation

BELLSOUTH
PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when ALEC is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter “Premises”). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
- 1.2 Right to Occupy. BellSouth shall offer to ALEC collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission (“FCC”). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow ALEC to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by ALEC and agreed to by BellSouth (hereinafter “Collocation Space”). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
- 1.2.1 Neither BellSouth nor any of BellSouth’s affiliates may reserve space for future use on more preferential terms than those set forth below.
- 1.2.1.1 In all states other than Florida, the size specified by ALEC may contemplate a request for space sufficient to accommodate ALEC’s growth within a two-year period.
- 1.2.1.2 In the state of Florida, the size specified by ALEC may contemplate a request for space sufficient to accommodate ALEC 's growth within an eighteen (18) month period.
- 1.3 Space Allocation. BellSouth shall attempt to accommodate ALEC 's requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase ALEC 's cost or materially delay ALEC 's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the ALEC wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly

- reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may segregate collocation space and require separate entrances in accordance with FCC rules.
- 1.4 **Space Reclamation.** In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. ALEC will be responsible for any justification of unutilized space within its space, if the appropriate state commission requires such justification.
- 1.5 **Use of Space.** ALEC shall use the Collocation Space for the purposes of installing, maintaining and operating ALEC 's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.6 **Rates and Charges.** ALEC agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded.
- 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 2. Space Availability Report**
- 2.1 **Space Availability Report.** Upon request from ALEC, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
- 2.1.1 The request from ALEC for a Space Availability Report must be written and must include the Premises street address, as identified in the Local Exchange Routing Guide ("LERG"), and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association ("NECA") Tariff FCC No. 4.

- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify ALEC and inform ALEC of the time frame under which it can respond.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow ALEC to collocate ALEC's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow ALEC to have direct access to ALEC's equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where ALEC's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, ALEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At ALEC's expense, ALEC may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, ALEC and ALEC's Certified Supplier must comply with the more stringent local building code requirements. ALEC's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with ALEC and provide, at ALEC's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for ALEC to obtain the zoning, permits and/or other licenses. ALEC's Certified Supplier shall bill ALEC directly for all work performed for ALEC pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by ALEC's Certified Supplier. ALEC must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access ALEC's locked enclosure prior to notifying ALEC. Upon request, BellSouth shall construct the enclosure for ALEC.
- 3.2.1 BellSouth may elect to review ALEC's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to ALEC indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if ALEC has

indicated its desire to construct its own enclosure. If ALEC's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review ALEC's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require ALEC to remove or correct within seven (7) calendar days at ALEC's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

3.3 Shared Caged Collocation. ALEC may allow other telecommunications carriers to share ALEC's caged collocation arrangement pursuant to terms and conditions agreed to by ALEC ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. ALEC shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by ALEC that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and ALEC.

3.3.1 ALEC, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide ALEC with a proration of the costs of the collocation space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the foregoing, ALEC shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C, which will be charged to the Host on the date that BellSouth provides its written response ("Application Response").

3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest

- pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 ALEC shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of ALEC's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by ALEC and in conformance with BellSouth's design and construction specifications. Further, ALEC shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should ALEC elect Adjacent Collocation, ALEC must arrange with a Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, ALEC and ALEC's Certified Supplier must comply with the more stringent local building code requirements. ALEC's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. ALEC's Certified Supplier shall bill ALEC directly for all work performed for ALEC pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by ALEC's Certified Supplier. ALEC must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access ALEC's locked enclosure prior to notifying ALEC.
- 3.4.2 ALEC must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review ALEC's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require ALEC to remove or correct within seven (7) calendar days at ALEC's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.
- 3.4.3 ALEC shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At

- ALEC 's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC. ALEC 's Certified Supplier shall be responsible, at ALEC 's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit ALEC to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same central office . Both ALEC ' agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall ALEC use the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 ALEC must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by ALEC. Such connections to other carriers may be made using either optical or electrical facilities. ALEC may deploy such optical or electrical connections directly between its own facilities and the facilities of other telecommunications carriers without being routed through BellSouth equipment. ALEC may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. ALEC is responsible for ensuring the integrity of the signal.
- 3.5.2 ALEC shall be responsible for providing written authorization to BellSouth from the other telecommunications carrier prior to installing the CCXC. ALEC must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. ALEC -provisioned CCXC shall utilize common cable support structure. In the case of two contiguous caged collocation arrangements, ALEC may have the option of constructing its own dedicated support structure.
- 3.5.3 To order CCXCs ALEC must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit C, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. This nonrecurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

4. Occupancy

4.1 Occupancy. BellSouth will notify ALEC in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). ALEC will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying ALEC that the collocation space is ready for occupancy. In the event that ALEC fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by ALEC. Billing will commence on the on the Space Ready date or the date ALEC accepts the space ("Space Acceptance Date"), which ever is sooner. ALEC must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, ALEC's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provisioning.

4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, ALEC may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate ALEC's right to occupy the Collocation Space in the event ALEC fails to comply with any provision of this Attachment including payment of applicable fees.

4.2.1 Upon termination of occupancy, ALEC at its expense shall remove its equipment and other property from the Collocation Space. ALEC shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of ALEC's Guests, unless ALEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. ALEC shall continue payment of monthly fees to BellSouth until such date ALEC, and if applicable ALEC's Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should ALEC or ALEC's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of ALEC or ALEC's Guest(s), in any manner that BellSouth deems fit, at ALEC's expense and with no liability whatsoever for ALEC's property or ALEC's Guest's property. Upon termination of ALEC's right to occupy Collocation Space, ALEC shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by ALEC except for ordinary wear and tear, unless otherwise agreed to by the Parties. ALEC's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. ALEC shall be responsible for the cost of removing any enclosure,

together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications service.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on ALEC's failure to comply with this Section.

5.1.3 ALEC shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that ALEC submits an application for terminations that exceed the total capacity of the collocated equipment, ALEC will be informed of the discrepancy and will be required to submit a revision to the application.

- 5.1.4 ALEC shall identify to BellSouth whenever ALEC submits a Method of Procedure ("MOP") adding equipment to ALEC's Collocation Space all entities that have an interest, secured and otherwise, in the equipment in ALEC's Collocation Space.
- 5.2 ALEC shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.3 ALEC shall place a plaque or other identification affixed to ALEC 's equipment necessary to identify ALEC 's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. ALEC may elect to place ALEC-owned or ALEC-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties ALEC will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. ALEC will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to ALEC's equipment in the Collocation Space. In the event ALEC utilizes a non-metallic, riser-type entrance facility, a splice will not be required. ALEC must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. ALEC is responsible for maintenance of the entrance facilities. At ALEC's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.
- 5.4.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide ALEC with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to ALEC 's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.4.2 Shared Use. ALEC may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to ALEC 's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice,

- provided that the fiber is non-working fiber. ALEC must arrange with BellSouth for BellSouth to splice the ALEC provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If ALEC desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between ALEC's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). ALEC shall be responsible for providing, and a supplier certified by BellSouth ("BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling the common block and necessary cabling pursuant to Section 7. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. ALEC or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.5.1 In Tennessee, BellSouth will designate the point(s) of demarcation between ALEC's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a ALEC provided Point of Termination Bay (POT Bay) in a common area within the Premises. ALEC shall be responsible for providing, and a supplier certified by BellSouth shall be responsible for installing and properly labeling/stenciling the POT Bay as well as installing the necessary cabling between ALEC's collocation space and the demarcation point. ALEC or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that ALEC desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.6 ALEC's Equipment and Facilities. ALEC, or if required by this Attachment, ALEC's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by ALEC which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. ALEC and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.7 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to ALEC at least 48 hours before access to the Collocation Space is required. ALEC may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that ALEC will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 12, ALEC shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. ALEC agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agent of ALEC or ALEC's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by ALEC and returned to BellSouth Access Management within fifteen (15) calendar days of ALEC's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. ALEC agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of ALEC employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with ALEC or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to ALEC's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to ALEC. ALEC must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date ALEC desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, ALEC may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event ALEC desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit ALEC to access the Collocation Space accompanied by a security escort at ALEC's expense. ALEC must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. ALEC shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), ALEC shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, ALEC shall not use any product or service provided under this Agreement, any other

service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of ALEC violates the provisions of this paragraph, BellSouth shall give written notice to ALEC, which notice shall direct ALEC to cure the violation within forty-eight (48) hours of ALEC's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if ALEC fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to ALEC's equipment. BellSouth will endeavor, but is not required, to provide notice to ALEC prior to taking such action and shall have no liability to ALEC for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and ALEC fails to take curative action within forty-eight (48) hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to ALEC or, if subsequently necessary, the relevant Commission, must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, ALEC shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.

- 5.11 Personalty and its Removal. Facilities and equipment placed by ALEC in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by ALEC at any time. Any damage caused to the Collocation Space by ALEC 's employees, agents or representatives during the removal of such property shall be promptly repaired by ALEC at its expense.
- 5.12.1 If ALEC decides to remove equipment from its Collocation Space and the removal requires no physical changes, BellSouth will bill ALEC an Administrative Only Application Fee as set forth in Exhibit C for these charges. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.
- 5.12 Alterations. In no case shall ALEC or any person acting on behalf of ALEC make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by ALEC. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.
- 5.13 Janitorial Service. ALEC shall be responsible for the general upkeep of the Collocation Space. ALEC shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.
- 6. Ordering and Preparation of Collocation Space**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to ALEC and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.
- 6.2 Initial Application. For ALEC or ALEC's Guest(s) initial equipment placement, ALEC shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The Initial Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.

- 6.3 Subsequent Application. In the event ALEC or ALEC's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, ALEC shall complete an application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Subsequent Application are completed with the appropriate type of information. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by ALEC in the application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.3.1 Subsequent Application Fee. The application fee paid by ALEC for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure, an Initial Application Fee shall apply. This non-recurring fee will be billed on the date that BellSouth makes an Application Response.
- 6.4 Space Preferences. If ALEC has previously requested and received a Space Availability Report for the Premises, ALEC may submit up to three (3) space preferences on its application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can not accommodate the ALEC's preference(s), ALEC may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply, which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify ALEC of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by ALEC or differently configured, ALEC must resubmit its application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of

- space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an application fee will be billed by BellSouth on the date that BellSouth makes an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by ALEC or differently configured, ALEC must amend its application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.6 Denial of Application. If BellSouth notifies ALEC that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying ALEC that BellSouth has no available space in the requested Premises, BellSouth will allow ALEC, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit ALEC to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

- 6.8.2 When space becomes available, ALEC must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If ALEC has originally requested caged collocation space and cageless collocation space becomes available, ALEC may refuse such space and notify BellSouth in writing within that time that ALEC wants to maintain its place on the waiting list without accepting such space. ALEC may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If ALEC does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove ALEC from the waiting list. Upon request, BellSouth will advise ALEC as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Alabama, , when space has been determined to be available, BellSouth will provide an Application Response within thirty (30) business days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.10.2 In North Carolina, when space has been determined to be available, BellSouth will provide an Application Response within twenty-three (23) business days of receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other space preparation fees, as described in Section 8
- 6.10.3 In Tennessee, BellSouth will provide an Application Response within fifteen (15) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee (Cageless and Virtual), and a firm price quote, based on standardized pricing provided that ALEC has given BellSouth a forecast of ALEC's collocation needs at least ten (10) calendar days prior to submitting an application . If no forecast is provided by ALEC the interval for an Applications Response will be thirty (30) calendar days.
- 6.10.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable ALEC to

- place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When ALEC submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.10.5 In Georgia, Kentucky and South Carolina, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of ALEC or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth may charge ALEC an additional application fee. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. A modification involving a capital expenditure by BellSouth shall require ALEC to submit the application with an Initial Application Fee. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 6.12 Bona Fide Firm Order.
- 6.12.1 In , Kentucky, and North Carolina, ALEC shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when ALEC has completed the Application/Inquiry process described in Section 6, preceeding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order (BFFO) must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to ALEC. ALEC's Bona Fide application in order to receive the intervals set forth in Section 7. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to ALEC is Bona Fide application or the application will expire. If the BFFO is received between the fifth business day and the thirtieth calendar day after the Application Response, then the intervals set forth in Section 7.1.1 will be extended day for day for each day after the fifth business day the Bona Fide Firm Order is received until the application expires.

- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. ALEC shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to ALEC's Bona Fide application or the application will expire.
- 6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of ALEC's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

7. Construction and Provisioning

7.1 Construction and Provisioning Intervals

- 7.1.1 In Kentucky, and North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event ALEC submits a forecast as described in the following paragraph three (3) months or more prior to the application date, the above intervals shall apply. In the event ALEC submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event ALEC submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with ALEC at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc., conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an application.
- 7.1.1.1 To be considered a timely and accurate forecast, ALEC must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged

- square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Alabama , BellSouth will complete construction for caged collocation arrangements as soon as possible within a maximum of ninety(90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements when preconditioned space is available within thirty (30) calendar days from receipt of a BFFO (ordinary conditions) or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for cageless collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. Preconditioned space is defined as when all infrastructure is in place and only a record change is required to show that the space has been assigned to ALEC. Ordinary conditions are defined as space available with only minor changes to support systems required, such as, but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include, but are not limited to, major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to collocation space after initial space completion (“Augmentation”), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and ALEC cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 7.1.4 In Georgia, Kentucky and South Carolina, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade;

major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

- 7.1.67.1.5 In Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as follows: (i) for caged collocation arrangements, within a maximum of ninety (90) calendar days from receipt of a BFFO, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within thirty (30) calendar days from receipt of a BFFO when there is conditioned space and ALEC installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed ninety (90) calendar days from the receipt of a Bona Fide Firm Order, unless otherwise agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with ALEC or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the Commission order setting intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned space is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.
- 7.2 Joint Planning. Joint planning between BellSouth and ALEC will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to ALEC during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. ALEC will schedule and complete an acceptance walkthrough of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying ALEC that the collocation space is ready for occupancy ("Space Ready Date"). In the event that ALEC fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by ALEC. BellSouth will correct any deviations to ALEC's original or jointly amended requirements within seven (7) calendar days after the walkthrough, unless the Parties jointly agree upon a different time frame.

- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will make best efforts to provide CFAs to ALEC prior to the applicable provisioning interval set forth herein ("Provisioning Interval") for those Premises in which ALEC has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth prior to 6/1/99. BellSouth cannot provide CFAs to ALEC prior to the Provisioning Interval for those Premises in which ALEC has a physical collocation arrangement with a POT bay provided by ALEC prior to 6/1/99 or a virtual collocation arrangement until ALEC provides BellSouth with the following information:

For ALEC provided Pot bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.

For virtual - a complete layout of ALEC's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by ALEC's BellSouth Certified Supplier.

BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from ALEC. If this EIU is provided ten (10) calendar days prior to the Provisioning Interval, then CFAs will be made available by the Provisioning Interval. If this EIU is not received ten (10) calendar days prior to the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU.

- 7.5.1 BellSouth will bill ALEC a nonrecurring charge, as set forth in Exhibit C, each time ALEC requests a resend of its CFAs.

- 7.6 Use of BellSouth Certified Supplier. ALEC shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. ALEC and ALEC's sell BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, ALEC must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide ALEC with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing ALEC's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and ALEC upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill ALEC directly for all work performed for ALEC pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying ALEC or any supplier proposed by ALEC. All work performed by or for ALEC shall conform to generally accepted industry guidelines and standards.

- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. ALEC shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service ALEC's Collocation Space. Upon request, BellSouth will provide ALEC with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by ALEC. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, ALEC may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by ALEC, such information will be provided ALEC in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to ALEC within one hundred eighty (180) calendar days of BellSouth's written denial of ALEC's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) ALEC was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then ALEC may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. ALEC must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation with sixty (60) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days. BellSouth will bill ALEC an Administrative Only Application Fee as set forth in

- Exhibit C for these charges on the date that BellSouth provides an Application Response.
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical conversions (In Place) within thirty (30) calendar days.
- 7.10 Cancellation. If, at any time prior to space acceptance, ALEC cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if ALEC cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill ALEC for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. ALEC, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
- 8. Rates and Charges**
- 8.1 Recurring Charges. The recurring charges for space preparation begin on the Space Ready Date or on the date ALEC accepts the space, whichever is first.
- 8.2 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6 (Application Response). Payment of said application fee will be due as dictated by ALEC's current billing cycle and is non-refundable.
- 8.2.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by ALEC. This fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.3 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications, assessed per arrangement, per square foot, and common systems modifications, assessed per arrangement, per square foot, for cageless collocation and per cage for caged collocation. ALEC shall remit payment of the nonrecurring firm order-processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event v opts for cageless space, the space preparation fees

will be assessed based on the total floor space dedicated to ALEC as prescribed in this Section.

- 8.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This non-recurring fee will be billed by BellSouth upon receipt of ALEC's BFFO.
- 8.4 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, ALEC shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, ALEC shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event ALEC's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, ALEC shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.5 Power. BellSouth shall make available -48 Volt (-48V) DC power for ALEC's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at ALEC's option within the Premises.
- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by ALEC's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by ALEC's BellSouth Certified Supplier. ALEC is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to ALEC's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by ALEC must provide BellSouth a copy of the engineering power specification prior to the day on which ALEC's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and ALEC's BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within ALEC's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. ALEC shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling.
- 8.6.2 If ALEC elects to install its own DC Power Plant, BellSouth shall provide AC power to feed ALEC's DC Power Plant. Charges for AC power will be assessed per breaker

- ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by ALEC's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. ALEC's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At ALEC's option, ALEC may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Tennessee, Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to ALEC's equipment or space enclosure. ALEC shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within ALEC's arrangement and terminations of cable within the collocation space.
- 8.6.3.1 In Tennessee, nonrecurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and ALEC's arrangement area.
- 8.6.4 In Alabama and South Carolina, ALEC has the option to purchase power directly from an electric utility company. Under such an option, ALEC is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by ALEC's. ALEC's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor space, cable racking, etc utilized by ALEC in provisioning said power will be billed on an ICB basis.
- 8.6.5 If ALEC requests a reduction in the amount of power that BellSouth is currently providing ALEC must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit C will apply. If modifications are requested in addition to the reduction of power the Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.6.6 In Alabama, if ALEC is currently served from the BellSouth power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central

- office, ALEC must submit a Subsequent Application. BellSouth will respond to such application with seven (7) calendar days and no application fee will be applied.
- 8.7 Security Escort. A security escort will be required whenever ALEC or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and ALEC shall pay for such half-hour charges in the event ALEC fails to show up.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DSO per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These non-recurring fees will be billed upon receipt of ALEC's BFFO.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
- 9. Insurance**
- 9.1 ALEC shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 ALEC shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of ALEC's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 ALEC may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to ALEC to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by ALEC shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all ALEC's property has been removed from BellSouth's Premises, whichever period is longer. If ALEC fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from ALEC's.
- 9.5 ALEC shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. ALEC shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from ALEC's insurance company. ALEC shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 9.6 ALEC must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If ALEC's net worth exceeds five hundred million dollars (\$500,000,000), ALEC may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. ALEC shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to ALEC in the event that self-insurance status is not granted to ALEC. If BellSouth approves ALEC for self-insurance, ALEC shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of ALEC's corporate officers. The ability to self-insure shall continue so long as the ALEC meets all of the requirements of this Section. If the ALEC subsequently no longer satisfies this Section, ALEC is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days'

notice to ALEC to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

10. Mechanics Liens

- 10.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or ALEC), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

11. Inspections

- 11.1 BellSouth may conduct an inspection of ALEC's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between ALEC's equipment and equipment of BellSouth. BellSouth may conduct an inspection if ALEC adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide ALEC with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

12. Security and Safety Requirements

- 12.1 Unless otherwise specified, ALEC will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ALEC employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the ALEC employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. ALEC shall not be required to perform this investigation if an affiliated company of ALEC has performed an investigation of the ALEC employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if ALEC has performed a pre-employment statewide investigation of criminal history records of the ALEC employee for the states/counties where the ALEC employee has worked and lived for the past

- five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 ALEC will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 ALEC shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and ALEC's name. BellSouth reserves the right to remove from its premises any employee of ALEC not possessing identification issued by ALEC or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. ALEC shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. ALEC shall be solely responsible for ensuring that any Guest of ALEC is in compliance with all subsections of this Section.
- 12.4 ALEC shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. ALEC shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any ALEC personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that ALEC chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, ALEC may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 ALEC shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 ALEC shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each ALEC employee or agent hired by ALEC within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, ALEC shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes

- misdemeanor convictions, ALEC will disclose the nature of the convictions to BellSouth at that time. In the alternative, ALEC may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other ALEC employees requiring access to a BellSouth Premises pursuant to this Attachment, shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, ALEC shall promptly remove from BellSouth's Premises any employee of ALEC BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of ALEC is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview ALEC's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to ALEC's Security contact of such interview. ALEC and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving ALEC's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill ALEC for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that ALEC's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill ALEC for BellSouth property, which is stolen or damaged where an investigation determines the culpability of ALEC's employees, agents, or contractors and where ALEC agrees, in good faith, with the results of such investigation. ALEC shall notify BellSouth in writing immediately in the event that ALEC discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this Section. ALEC shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth

Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.

- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

13. Destruction of Collocation Space

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for ALEC's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for ALEC's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to ALEC, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. ALEC may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If ALEC's acceleration of the project increases the cost of the project, then those additional charges will be incurred by ALEC. Where allowed and where practical, ALEC may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, ALEC shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for ALEC's permitted use, until such Collocation Space is fully repaired and restored and ALEC's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where ALEC has placed an Adjacent Arrangement pursuant to Section 3, ALEC shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

14. Eminent Domain

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the

day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and ALEC shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

15. Nonexclusivity

- 15.1 ALEC understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and ALEC agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and ALEC shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. ALEC should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for ALEC to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. ALEC will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by ALEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the ALEC space with proper notification. BellSouth reserves the right to stop any ALEC work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by ALEC are owned by ALEC'. ALEC will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by ALEC or different hazardous materials used by ALEC at BellSouth Facility. ALEC must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by ALEC to BellSouth.
- 1.7 ALEC will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and ALEC will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, ALEC must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and ALEC shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, ALEC agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and ALEC further agrees to cooperate with BellSouth to ensure that ALEC's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by ALEC, its employees, agents and/or subcontractors.
- 2.2 The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations Pollution liability insurance EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000 Std T&C 660-3 Approved Environmental Vendor List (Contact ATCC Management)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact ATCC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations	Std T&C 450 Fact Sheet Series 17000

	<p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<p>Std T&C 660-3</p> <p>Approved Environmental Vendor List (Contact ATCC Management)</p>
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all application local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<p>Std T&C 450</p> <p>29CFR 1910.147 (OSHA Standard)</p> <p>29CFR 1910 Subpart O (OSHA Standard)</p>
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<p>P&SM Manager - Procurement</p> <p>Fact Sheet Series 17000</p> <p>GU-BTEN-001BT, Chapter 3</p> <p>BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p>	<p>Std T&C 450</p> <p>Fact Sheet 14050</p> <p>BSP 620-145-011PR</p> <p>Issue A, August 1996</p> <p>Std T&C 660-3</p>

	EVET approval of contractor	Approved Environmental Vendor List (Contact ATCC Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in Section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

ATCC - Account Team Collocation Coordinator

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

THREE MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	Central Office/City	CAG ED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATI ONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB--- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application n Date	NOTES
			Standard Bays*	Non- Standard Bays**							
<p>*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 12". The standard height for all collocated equipment bays in BellSouth is 7' 0".</p> <p>** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.</p>											

Notes: Forecast information will be used for no other purpose than collocation planning.

Attachment 4

Remote Site Physical Collocation

BELLSOUTH
REMOTE SITE PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when ALEC is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to this Attachment.

1.2 Right to occupy. BellSouth shall offer to ALEC Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment where space is available and collocation is technically feasible, BellSouth will allow ALEC to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by ALEC and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth remote locations other than those specified above.

1.3 Space Reservation.

1.3.1 In all states other than Florida, the number of racks/bays specified by ALEC may contemplate a request for space sufficient to accommodate ALEC's growth within a two-year period.

1.3.2 In the state of Florida, the number of racks/bays specified by ALEC may contemplate a request for space sufficient to accommodate ALEC's growth within an eighteen (18) month period.

1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this

Attachment. Additionally, where BellSouth notifies ALEC that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon ALEC's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for ALEC. ALEC agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for ALEC. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for ALEC as above, ALEC shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with ALEC in obtaining such permission.

- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. ALEC will be responsible for any justification of unutilized space within its Remote Collocation Space, if the appropriate state commission requires such justification.
- 1.6 Use of Space. ALEC shall use the Remote Collocation Space for the purposes of installing, maintaining and operating ALEC's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Attachment. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Rates and charges. ALEC agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

2. Space Availability Report

- 2.1 Space Availability Report. Upon request from ALEC, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last

report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

- 2.1.1 The request from ALEC for a Space Availability Report must be written and must include the Common Language Location Identification (“CLLI”) code for both the Remote Site Location and the serving central office. The CLLI code information for the serving wire center is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If ALEC is unable to obtain the CLLI code from, for example, a site visit to the remote site, ALEC may request the CLLI code from BellSouth. To obtain a serving wire center CLLI code directly from BellSouth, ALEC should submit to BellSouth a Remote Site Interconnection Request for serving wire center CLLI Code prior to submitting its request for a Space Availability Report. ALEC should complete all the requested information and submit the Request to BellSouth. BellSouth will bill the applicable fee upon receipt of the request.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify ALEC and inform ALEC of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide ALEC with the following information concerning BellSouth’s remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular serving wire center; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a ALEC request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth’s systems; (ii) the information will only be provided for each serving wire center designated by ALEC, up to a maximum of thirty (30) wire centers per ALEC request per month per state, and up to for a maximum of 120 wire centers total per month per state for all CLECs; and (iii) ALEC agrees to pay the costs incurred by BellSouth in providing the information.
- 3. **Collocation Options**
- 3.1 Cageless. BellSouth shall allow ALEC to collocate ALEC's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow

ALEC to have direct access to ALEC's equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. Except where ALEC's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, ALEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant.

- 3.2 Caged. At ALEC's expense, ALEC may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. ALEC's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with ALEC and provide, at ALEC's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for ALEC to obtain the zoning, permits and/or other licenses. ALEC's Certified Supplier shall bill ALEC directly for all work performed for ALEC pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by ALEC's Certified Supplier. ALEC must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access ALEC's locked enclosure prior to notifying ALEC. Upon request, BellSouth shall construct the enclosure for ALEC.
- 3.2.1 BellSouth may elect to review ALEC's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to ALEC indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if ALEC has indicated their desire to construct their own enclosure. If ALEC's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review ALEC's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require ALEC to remove or correct within seven (7) calendar days at ALEC's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared Collocation. ALEC may allow other telecommunications carriers to share ALEC's Remote Collocation Space pursuant to terms and conditions agreed to by ALEC ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. ALEC shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by ALEC that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and ALEC.
- 3.3.1 ALEC, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide ALEC with a proration of the costs of the collocation space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, ALEC shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C, which will be charged to the Host.
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 ALEC shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of ALEC's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located, where the

Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by ALEC and in conformance with BellSouth's design and construction specifications. Further, ALEC shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.

- 3.4.1 Should ALEC elect Adjacent Collocation, ALEC must arrange with a Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, ALEC and ALEC's Certified Supplier must comply with local building code requirements. ALEC's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. ALEC's Certified Supplier shall bill ALEC directly for all work performed for ALEC pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by ALEC's Certified Supplier. ALEC must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access ALEC's locked enclosure prior to notifying ALEC.
- 3.4.2 ALEC must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review ALEC's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require ALEC to remove or correct within seven (7) calendar days at ALEC's expense any structure that does not meet these plans and specifications.
- 3.4.3 ALEC shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At ALEC's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC and subject to individual cost basis pricing. ALEC's Certified Supplier shall be responsible, at ALEC's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared

Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

- 3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit ALEC to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same remote premises. Both ALEC's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall ALEC use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.
- 3.5.1 ALEC must use a BellSouth Certified Supplier to place CCXC. The CCXC shall be provisioned through facilities owned by ALEC. Such connections to other carriers may be made using either optical or electrical facilities. ALEC may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. ALEC may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. ALEC is responsible for ensuring the integrity of the signal.
- 3.5.2 ALEC shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. ALEC-provisioned CCXC shall utilize common cable support structure.
- 3.5.3 To order CCXCs ALEC must submit an Initial Application or Subsequent Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit C, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. BellSouth will bill this non-recurring fee on the date that BellSouth provides an Application Response.

4. Occupancy

- 4.1 Occupancy. BellSouth will notify ALEC in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). ALEC will schedule and complete an acceptance walkthrough of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying ALEC that Remote Collocation Space is ready for occupancy ("Space Ready Date"). In the event that ALEC fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by ALEC and billing will

commence on the sixteenth day after BellSouth releases the Remote Collocation Space. ALEC must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, ALEC's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.2 **Termination of Occupancy.** In addition to any other provisions addressing termination of occupancy in this Attachment, ALEC may terminate occupancy in a particular Remote Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate ALEC's right to occupy the Remote Collocation Space in the event ALEC fails to comply with any provision of this Attachment.

- 4.2.1 Upon termination of occupancy, ALEC at its expense shall remove its equipment and other property from the Remote Collocation Space. ALEC shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of ALEC's Guests, unless ALEC's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. ALEC shall continue payment of monthly fees to BellSouth until such date as ALEC, and if applicable ALEC's Guest, has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should ALEC or ALEC's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of ALEC or ALEC's Guest at ALEC's expense and with no liability for damage or injury to ALEC or ALEC's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of ALEC's right to occupy Remote Collocation Space, ALEC shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the ALEC except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts ALEC's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Record Drawings and ERMA Records. ALEC shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the

- term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocated Space must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-Core, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criteria 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on ALEC's failure to comply with this Section.
- 5.1.2.1 All ALEC equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.1.3 ALEC shall identify to BellSouth whenever ALEC submits a Method of Procedure ("MOP") adding equipment to Volaris' Remote Collocation Space all entities that have an interest, secured or otherwise, in the equipment in Volaris' Remote Collocation Space.
- 5.2 ALEC shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.

- 5.3 ALEC shall place a plaque or other identification affixed to ALEC's equipment to identify ALEC's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. ALEC may elect to place ALEC-owned or ALEC-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. ALEC will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. ALEC must contact BellSouth for instructions prior to placing the entrance facility cable. ALEC is responsible for maintenance of the entrance facilities.
- 5.4.1 Shared Use. ALEC may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to ALEC's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. The rates set forth in Exhibit C will apply. If ALEC desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between ALEC's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. ALEC or its agent must perform all required maintenance to ALEC equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 ALEC's Equipment and Facilities. ALEC, or if required by this Attachment, ALEC's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by ALEC which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. ALEC and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.8 Access. Pursuant to Section 12, ALEC shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. ALEC agrees to provide the name and social security number or date of birth or driver's license number of each

- employee, contractor, or agents of ALEC or ALEC's's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by ALEC and returned to BellSouth Access Management within fifteen (15) calendar days of ALEC's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. ALEC agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of ALEC employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with ALEC or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to ALEC's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to ALEC. ALEC must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date ALEC desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, ALEC may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. In the event ALEC desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit ALEC to access the Remote Collocation Space accompanied by a security escort at ALEC's expense. ALEC must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. ALEC shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), ALEC shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, ALEC shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of ALEC violates the provisions of this paragraph, BellSouth shall give written notice to ALEC, which notice shall direct ALEC to cure the violation within forty-eight (48) hours of ALEC's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to

- complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if ALEC fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to ALEC's equipment. BellSouth will endeavor, but is not required, to provide notice to ALEC prior to taking such action and shall have no liability to ALEC for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and ALEC fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to ALEC or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, ALEC shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by ALEC in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by ALEC at any time. Any damage caused to the Remote Collocation Space by ALEC's employees, agents or representatives shall be promptly repaired by ALEC at its expense.
- 5.12 Alterations. In no case shall ALEC or any person acting on behalf of ALEC make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any

specialized alterations shall be paid by ALEC. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee.

- 5.13 Upkeep of Remote Collocation Space. ALEC shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. ALEC shall be responsible for removing any ALEC debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Ordering and Preparation of Collocation Space

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to ALEC and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof

- 6.2 Initial Application. For ALEC or ALEC's Guest(s) initial equipment placement, ALEC shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.

- 6.3 Subsequent Application In the event ALEC or ALEC's Guest(s) desires to modify the use of the Remote Collocation Space after BFFO, ALEC shall complete an application detailing all information regarding the modification to the Remote Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Remote Site Location are required to accommodate the change requested by ALEC in the application. Such necessary modifications to the Remote Site Location may include, but are not limited to floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

- 6.3.1 Application Fee for Subsequent Application. The application fee paid by ALEC for its request to modify the use of the Collocation Space shall be a full Application Fee as set forth in Exhibit C. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.

- 6.4 Availability of Space. Upon submission of an application, BellSouth will permit ALEC to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not

practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify ALEC of the amount that is available.

6.5 Space Availability Notification.

6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify ALEC of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by ALEC or differently configured, ALEC must resubmit its application to reflect the actual space available.

6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be billed by BellSouth on the date that BellSouth provides an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by ALEC or differently configured, ALEC must amend its application to reflect the actual space available prior to submitting BFFO.

6.6 Denial of Application. If BellSouth notifies ALEC that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying ALEC that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow ALEC, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.

6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement

- or provision, BellSouth shall permit ALEC to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, ALEC must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If ALEC has originally requested caged collocation space and cageless collocation space becomes available, ALEC may refuse such space and notify BellSouth in writing within that time that ALEC wants to maintain its place on the waiting list without accepting such space. ALEC may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If ALEC does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove ALEC from the waiting list. Upon request, BellSouth will advise ALEC as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate Remote Site Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.

6.10 Application Response.

6.10.1 In North Carolina, when space has been determined to be available, BellSouth will provide an Application Response within twenty-three (23) business days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10.2 In Alabama, when space has been determined to be available, BellSouth will provide an Application Response within thirty (30) calendar days of receipt of a Bona Fide application which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.10.3 In Tennessee, BellSouth will provide an Application Response within fifteen (15) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee (Cageless and Virtual), and a firm price quote based upon standardized pricing provided that ALEC has given BellSouth a forecast of ALEC's collocation needs at least ten (10) calendar days prior to submitting an application. If no forecast is provided by ALEC the interval for an Application Response will be thirty (30) calendar days.

6.10.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable ALEC to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When ALEC submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

6.10.5 In Georgia, Kentucky and South Carolina, when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.

6.11 Application Modifications.

- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of ALEC or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge ALEC a full application fee as set forth in Exhibit C. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.
- 6.12 Bona Fide Firm Order.
- 6.12.1 Bona Fide Firm Order. In Kentucky and North Carolina, ALEC shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when ALEC has completed the Application/Inquiry process described in Section 6, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The BFFO must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to ALEC's Bona Fide application. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to ALEC's Bona Fide application or the application will expire. If the BFFO is received between the fifth business day and the thirtieth calendar day after the Application Response, then the intervals set forth in 7.1.1 will be extended day for day for each day after the fifth business day the Bona Fide Firm Order is received until the application expires.
- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. ALEC shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to ALEC's Bona Fide application or the application will expire.
- 6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of ALEC's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.
7. **Construction and Provisioning**
- 7.1 Construction and Provisioning Intervals.
- 7.1.1 In North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for

collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event ALEC submits a forecast as described in the following paragraph three (3) months or more prior to the application date, the above intervals shall apply. In the event ALEC submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event ALEC submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with ALEC at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power,

etc., conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an application.

- 7.1.1.1 To be considered a timely and accurate forecast, ALEC must submit to BellSouth the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3, STS-1, OC-3, OC-12, OC-48, and OC-192 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and ALEC cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 7.1.3 In Alabama, Georgia, Kentucky and South Carolina, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or